

# KWANLIN DÜN FIRST NATION

## FINAL AGREEMENT IMPLEMENTATION PLAN

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## ***KWANLIN DUN FIRST NATION***

## ***FINAL AGREEMENT***

## ***IMPLEMENTATION PLAN***



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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

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**AMONG:**

**Her Majesty the Queen in right of Canada**, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as “Canada”);

**AND:**

**The Kwanlin Dun First Nation**, as represented by the Chief and Council of the Kwanlin Dun First Nation (hereinafter referred to as the “KDFN”);

**AND:**

**The Government of the Yukon**, as represented by the Government Leader (hereinafter referred to as the “Yukon”);

(hereinafter called the “Parties”).

**WHEREAS:**

The Parties signed the Kwanlin Dun First Nation Final Agreement (hereinafter called the “KDFNFA”) on the 19<sup>th</sup> day of February, 2005;

chapter 28 of the KDFNFA, among other things, provides for the completion and approval by the Parties of an implementation plan for the KDFNFA (hereinafter called the “KDFNFA Plan”); and

the representatives of the Parties have developed the KDFNFA Plan, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the KDFNFA;

**NOW THEREFORE**, the Parties agree as follows:

**1.0 Interpretation of the KDFNFA Plan**

1.1 No provision of the KDFNFA Plan shall be considered an amendment to, modification of, or derogation from the provisions of the KDFNFA.

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- 1.2 The KDFNFA Plan shall be interpreted so as to promote the implementation of the provisions of the KDFNFA and to avoid inconsistency or conflict with the provisions of the KDFNFA.
- 1.3 Where there is any inconsistency or conflict between the provisions of the KDFNFA Plan and the provisions of the KDFNFA, the provisions of the KDFNFA shall prevail to the extent of the inconsistency or conflict.
- 1.4 Unless the context otherwise requires, capitalized words and phrases in the KDFNFA Plan shall have the meanings assigned in the KDFNFA.
- 1.5 The Umbrella Final Agreement Implementation Plan, as signed on the 29<sup>th</sup> day of May, 1993 by the Parties to the Umbrella Final Agreement, which identifies certain activities to be undertaken and certain payments to be made with respect to the implementation of the Umbrella Final Agreement, and the KDFNFA Plan shall be read together.

**2.0 Legal status of the KDFNFA Plan**

- 2.1 The KDFNFA Plan shall be attached to but shall not form a part of the KDFNFA.
- 2.2 The provisions of the KDFNFA Plan contained in 2.2 and 4.1 to 4.7 and Annex F constitute a contract between the Parties. Pursuant to 28.4.8 of the KDFNFA, the Parties expressly intend that the provisions of the remaining portions of the KDFNFA Plan and the provisions of the KDFNFA Plan contained in Annexes A, B, C, D, E and G do not constitute a contract between the Parties.
- 2.3 Subject to 2.2, the provisions of the KDFNFA Plan represent the agreement of the Parties regarding the manner in which the provisions of the KDFNFA will be implemented, and are not intended to create legal obligations.

**3.0 Contents of the KDFNFA Plan**

- 3.1 The KDFNFA Plan consists of the provisions contained herein, and the documents set out below:
  - 3.1.1 Annex A: "Activity Sheets" describing specific activities, projects and measures for implementation of the KDFNFA;
  - 3.1.2 Annex B: Arrangements in respect of the:

Regional Land Use Planning Commission;  
Ibex Renewable Resources Council;  
Settlement Land Committee;
  - 3.1.3 Annex C: An information strategy;
  - 3.1.4 Annex D: Economic Planning;

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- 3.1.5 Annex E: Co-ordination of KDFNFA and Kwanlin Dun First Nation Self-Government Agreement (hereinafter called the “KDFNSGA”) implementation;
- 3.1.6 Annex F: Reporting Requirements for the Economic Development Strategic Investment Fund.
- 3.1.7 Annex G: Communication Among Parties

**4.0 Implementation Funding**

- 4.1 Subject to any amendment of the KDFNFA Plan by the Parties, Canada shall make financial payments to KDFN for the implementation of the KDFNFA as follows:
  - 4.1.1 \$487,199 (2002 constant dollars) per annum for on-going implementation activities;
  - 4.1.2 \$1,183,200 (2002 constant dollars) for one-time implementation projects and activities;
  - 4.1.3 \$40,276 (2002 constant dollars) for participation by KDFN on the Settlement Land Committee;
- 4.2 Pursuant to provisions at 3.0 to 5.0 of Chapter 13 Schedule C of the KDFNFA, Canada shall provide \$650,000 (2002 constant dollars) through a contribution agreement for the Waterfront Heritage Working Group (the “Working Group”) in respect of the work identified in the approved work plan. The payment of this amount represents the fulfilment of Canada’s obligation to provide funding for this project. If the project is completed in accordance with the workplan using less than this amount, Canada’s obligations will be deemed to be fulfilled.
- 4.3 The payments referred to in 4.1.1, 4.1.2, 4.1.3 and 4.2 above shall be escalated from 2002 constant dollars to their Initial-Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the Kwanlin Dun First Nation Self-Government Financial Transfer Agreement (hereinafter called the “KDFNSGFTA”) dated the 19<sup>th</sup> day of February, 2005.
- 4.4 The payment referred to in 4.1.1 above shall be made in accordance with the provisions of the KDFNSGFTA and shall be escalated from its Initial-Year Value using the Annual Price Adjustor as defined in Annex A, 1.0 of the KDFNSGFTA.
- 4.5 The payments referred to in 4.1.2 and 4.1.3 above shall be made as a lump sum payment, and as an unconditional grant as soon as practicable after the KDFNFA becomes effective, not subject to the Cash Management Policy of the Government of Canada.
- 4.6 The payment of the amounts set out in 4.1.1, 4.1.2 and 4.1.3 above, or any amended amount required to be paid, represents the fulfilment of Canada’s obligation to provide funding to the KDFN for the period of time identified in the KDFNSGFTA.

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- 4.7 Subject to any amendment of the KDFNFA Plan by the Parties, the Yukon shall pay \$84,577 (2002 constant dollars) per annum to the Ibex Renewable Resources Council established pursuant to 16.6.0 of the KDFNFA. This payment will be subject to annual adjustments in the manner described in Part 6 of Schedule 1 of the Umbrella Final Agreement Implementation Plan.
- 4.8 Subject to any amendment of the KDFNFA Plan by the Parties, the payment by Canada to the Yukon of the amount described in 4.7, or any amended amount required to be paid, represents the fulfilment of Canada's obligation to provide funding to the Ibex Renewable Resources Council for the first ten year period, pursuant to 16.6.7 of the KDFNFA.
- 4.9 The Yukon, following consultation with KDFN, shall establish funding arrangements with the Ibex Renewable Resources Council. The funding arrangements shall specify the manner and timing of payments and may provide a schedule of payments within any one fiscal year.
- 4.10 The Ibex Renewable Resources Council shall be provided the degree of flexibility within its funding arrangements to allocate, re-allocate and manage funds within its approved budget in a manner similar to that generally accorded to comparable agencies of government.
- 4.11 KDFN shall provide an amount of up to \$40,276 (2002 constant dollars) for its participation on the Settlement Land Committee established pursuant to 15.3.0 of the KDFNFA.
- 4.12 Notwithstanding the provisions of 4.1.3 above, Government may enter into agreements with KDFN to provide funding for any projects, activities and responsibilities to be undertaken by the Settlement Land Committee, in addition to the projects, activities and responsibilities described in the KDFNFA. Notwithstanding the provisions of 4.7 above, Government may enter into agreements with the Ibex Renewable Resources Council to provide funding for any projects, activities and responsibilities to be undertaken by the Ibex Renewable Resources Council in addition to the projects, activities and responsibilities reflected in an annual budget approved by Government pursuant to KDFNFA 2.12.2.8.

**5.0 Implementation Plan Monitoring**

- 5.1 Within 30 days after the Effective Date of the KDFNFA, each of the Parties shall appoint a representative to act on its behalf, who shall use best efforts to resolve any issue which may arise in relation to the implementation of the KDFNFA Plan.

**6.0 Implementation Plan Review**

- 6.1 Unless the Parties otherwise agree, they shall complete a review of the KDFNFA Plan to determine the adequacy of the provisions of the KDFNFA Plan and of the implementation funding provided under the KDFNFA Plan,

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- 6.1.1 in the ninth fiscal year following the Effective Date of the KDFNFA; and
- 6.1.2 thereafter, as the Parties may agree.

6.2 The Parties shall make best efforts to complete a review pursuant to 6.1 by the first day of July in the fiscal year prior to the year in which the recommendations of the review will be implemented.

**7.0 Amendment**

- 7.1 The Parties, by agreement, may amend the KDFNFA Plan at any time, and any amendment to the KDFNFA Plan shall be made in writing by the Parties.
- 7.2 The Parties shall consider whether to amend the KDFNFA Plan as a result of any recommendation from representatives of the Parties or any recommendations arising from a review conducted pursuant to 6.1. Financial resources provided pursuant to an amendment of the KDFNFA Plan shall be provided in the manner described in the amended KDFNFA Plan.

**8.0 Effective Date of the KDFNFA Plan**

- 8.1 The KDFNFA Plan shall take effect as of the Effective Date of the KDFNFA.

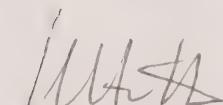
**9.0 Signing of the KDFNFA Plan**

- 9.1 The KDFNFA Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and the date of the KDFNFA Plan shall be deemed to be the date on which the last party signs.

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SIGNED at Whitehorse, Yukon, this 19<sup>th</sup> day of February, 2005.

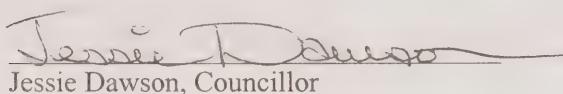
The Kwanlin Dun First Nation:



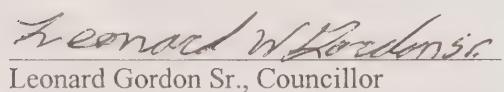
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Mike Smith, Chief



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Edith Baker, Councillor



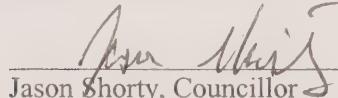
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Jessie Dawson, Councillor



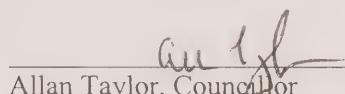
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Leonard Gordon Sr., Councillor



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Lesley McDiarmid, Councillor

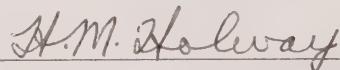


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Jason Shorty, Councillor

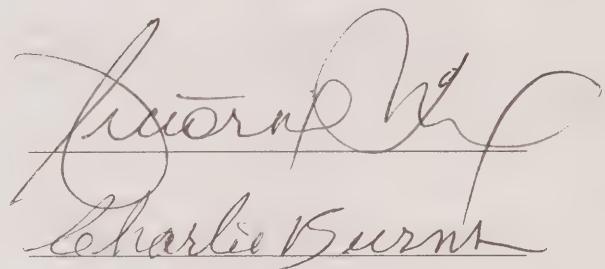


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Allan Taylor, Councillor

Witnesses:



\_\_\_\_\_  
H.M. Holway



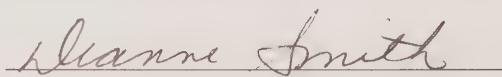
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Leonard Gordon Jr.  
Charlie Burns



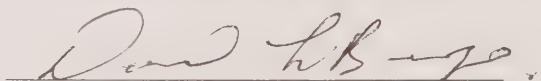
\_\_\_\_\_  
Elizabeth A. Miller



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D. R.



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Leanne Smith



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Don Libby.

KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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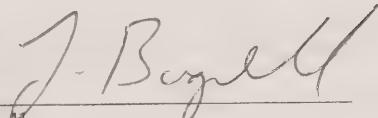
SIGNED at Whitehorse, Yukon, this 19<sup>th</sup> day of February, 2005.

Her Majesty the Queen in Right of  
Canada:

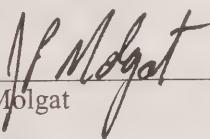


The Honourable Andy Scott  
Minister of Indian Affairs  
and Northern Development

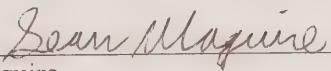
Witnesses:



Larry Bagnell



Jean-Paul Molgat



Sean Maguire

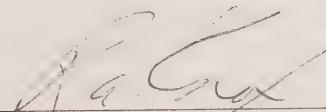
SIGNED at Whitehorse, Yukon, this 19<sup>th</sup> day of February, 2005.

The Government of Yukon:



The Honourable Dennis Fentie  
Government Leader of Yukon

Witness:



Ross Knox

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**ACRONYMS**

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The following acronyms are used in the Annexes of this Plan:

|                |   |  |
|----------------|---|--|
| <b>CYI</b>     | - | <b>Council for Yukon Indians</b>                             |
| <b>DIAND</b>   | - | <b>Department of Indian Affairs and Northern Development</b> |
| <b>DFO</b>     | - | <b>Department of Fisheries and Oceans</b>                    |
| <b>DND</b>     | - | <b>Department of National Defence</b>                        |
| <b>FWMB</b>    | - | <b>Fish and Wildlife Management Board</b>                    |
| <b>IRRC</b>    | - | <b>Ibex Renewable Resources Council</b>                      |
| <b>KDFN</b>    | - | <b>Kwanlin Dun First Nation</b>                              |
| <b>KDFNFA</b>  | - | <b>Kwanlin Dun First Nation Final Agreement</b>              |
| <b>KDFNSGA</b> | - | <b>Kwanlin Dun First Nation Self-Government Agreement</b>    |
| <b>LTO</b>     | - | <b>Land Titles Office</b>                                    |
| <b>NRCan</b>   | - | <b>Natural Resources Canada</b>                              |
| <b>RLUPC</b>   | - | <b>Regional Land Use Planning Commission</b>                 |
| <b>SLC</b>     | - | <b>Settlement Land Committee</b>                             |
| <b>SSC</b>     | - | <b>Salmon Sub-Committee</b>                                  |
| <b>UFA</b>     | - | <b>Umbrella Final Agreement</b>                              |
| <b>YDAB</b>    | - | <b>Yukon Development Assessment Board</b>                    |
| <b>YFN</b>     | - | <b>Yukon First Nation</b>                                    |
| <b>YFNFA</b>   | - | <b>Yukon First Nation Final Agreement</b>                    |
| <b>YGPNB</b>   | - | <b>Yukon Geographical Place Names Board</b>                  |
| <b>YHRB</b>    | - | <b>Yukon Heritage Resources Board</b>                        |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**ANNEX A – ACTIVITY SHEETS**

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This Annex refers to the implementation of selected provisions of the KDFNFA.

The activities described in this Annex reflect the agreement of the Parties as to the activities which the Parties expect to be performed in order to give effect to the referenced provisions.

The planning assumptions described in relation to a referenced provision reflect the circumstances considered or expected to arise in the implementation of that provision. Some planning assumptions also reflect steps or measures that the Parties assume will be taken, or limitations that may apply, in the performance of the described activities.

In the development of this Annex, it has been assumed that the Parties will deal by other means with matters required by the KDFNFA to be addressed prior to the Effective Date or in the negotiation or ratification of the KDFNFA.

The fact that an activity sheet does not cross-reference the KDFNFA dispute resolution mechanism pursuant to KDFNFA Chapter 26 should not be construed to mean that the dispute resolution mechanism is not applicable to that activity sheet.

Unless otherwise indicated on an activity sheet, workplan discussions and negotiations, in which KDFN is a party and which take place pursuant to these activity sheets, shall be held in the City of Whitehorse (hereinafter referred to as “Whitehorse”) unless reasons arise that make it more reasonable to meet elsewhere.

In the KDFNFA Plan, Annexes A to G, the First Nation Final Agreement Implementation Plan referred to is the KDFNFA Plan.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** UFA amendment

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Canada, Yukon, CYI

**OBLIGATIONS ADDRESSED:**

- 2.3.1 Except where expressly provided in the Umbrella Final Agreement, the provisions of the Umbrella Final Agreement may only be amended with the consent of the parties to the Umbrella Final Agreement.
- 2.3.2 Consent to any amendment pursuant to 2.3.1 may only be given on the part of:
  - 2.3.2.1 Canada, by the Governor in Council;
  - 2.3.2.2 the Yukon, by the Commissioner in Executive Council; and
  - 2.3.2.3 Yukon First Nations by the following process,
    - (a) the Council for Yukon Indians shall Consult on all proposed amendments with all Yukon First Nations and shall provide the result of those Consultations to all Yukon First Nations,
    - (b) an amendment shall only be considered approved by the Yukon First Nations if it is approved by two thirds of the Yukon First Nations which have Yukon First Nation Final Agreements in effect and which represent at least 50 percent of all Yukon Indian People, and
    - (c) the Council for Yukon Indians shall provide Government with a certified copy of a resolution stating that (a) and (b) have been complied with, and Government shall be entitled to rely on that resolution as conclusive evidence of compliance with (a) and (b).
- 2.3.3 A Yukon First Nation shall approve an amendment to the provisions of the Umbrella Final Agreement in the same way that it approves amendments to the specific provisions of its Yukon First Nation Final Agreement.

**CROSS REFERENCED CLAUSES:** 2.4.3.1, 24.12.3, 2.3.4, 2.3.5, 2.3.6

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| KDFN                  | If KDFN identifies need to amend the UFA, forward proposal for amendment to CYI.                           | As necessary   |
| KDFN                  | If proposal for UFA amendment originates with another party, receive proposal for amendment from CYI.      | When available   |
| KDFN                  | Review and communicate views to CYI on response to proposal.   | As soon as practicable after receipt of proposal   |
| KDFN, UFA parties     | At discretion, address specific requirements for amendment process.  | As soon as practicable, if amendment is to be pursued  |
| KDFN                  | Consult with CYI during negotiation of terms of amendment.   | As necessary   |
| KDFN                  | Review proposed amendment and provide opinion to CYI regarding amendment.                                  | Within reasonable time after negotiations are complete, and according to procedure set out in KDFNFA |
| KDFN                  | Receive notice of and consider opinion of other YFNs.  | Within reasonable time   |
| KDFN                  | Take steps required to give effect to amendment, including any consequential amendment of the KDFNFA Plan. | As soon as practicable if all UFA parties consent to amendment                                       |
| Canada, Yukon, KDFN   | Publish the amendment as required by UFA 2.3.6.  | As soon as practicable after all UFA parties consent to amendment                                    |

### **Planning Assumptions**

1. The fourth activity indicates that KDFNFA amendment requirements should be addressed in any discussions regarding the approach to the amendment process and that specific arrangements should be made to deal with a particular amendment proposal.
2. It is anticipated that KDFN will participate in the consultation and determination processes undertaken by CYI in respect of UFA amendments, as described in the UFA Implementation Plan, Annex A.

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3. The activities and assumptions described above are expected also to apply in respect of amendments pursuant to UFA 16.4.4.1 and 24.12.3, with such modifications as those provisions require.
4. Amendments to legislation may be required to reflect amendments of the UFA.

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**PROJECT:** Amendment of the KDFNFA

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

2.3.4 Except where expressly provided in a Yukon First Nation Final Agreement, a specific provision applicable to that Yukon First Nation may only be amended by the parties to that Yukon First Nation Final Agreement.

2.3.5 Consent to any amendment pursuant to 2.3.4 may only be given on the part of:

2.3.5.1 Canada, by the Governor in Council, except where expressly provided in a Yukon First Nation Final Agreement;

- (a) the Minister of Indian Affairs and Northern Development may consent, on behalf of Canada, to any amendment to:
  - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
  - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 or 9.0 of that schedule;
  - iii) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
  - iv) Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
  - v) Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
  - vi) Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
  - vii) Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
  - viii) Appendix A - Settlement Land Descriptions, attached to this Agreement;
- (b) the Governor in Council may delegate to the Minister of Indian Affairs and Northern Development the authority to consent, on behalf of Canada, to any amendments to other specific provisions of this Agreement.

2.3.5.2 the Yukon, by the Commissioner in Executive Council, except where expressly provided in a Yukon First Nation Agreement; and

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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- (a) the Yukon Minister with responsibility for land claims and self-government may consent, on behalf of the Yukon, to any amendment to:
  - i) a specific provision contemplated by 5.3.1, 5.15.1, 5.15.2, 6.1.2, 6.1.8 or 21.2.5 of this Agreement;
  - ii) Schedule B - Resolution of Overlapping Claims, attached to Chapter 2 - General Provisions, as a result of an agreement referred to in 8.0 or 9.0 of that schedule;
  - iii) Schedule C - Allocation of Total Allowable Harvest for Moose, attached to Chapter 16 - Fish and Wildlife;
  - iv) Schedule E - Category 1 Traplines, attached to Chapter 16 - Fish and Wildlife;
  - v) Schedule A - Settlement Land Parcels Exempt From Property Taxes (15 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
  - vi) Schedule B - Settlement Land Parcels Exempt From Property Taxes (20 year exemption), attached to Chapter 21 - Taxation of Settlement Land;
  - vii) Schedule C - Settlement Land Parcels Exempt From Property Taxes, attached to Chapter 21 - Taxation of Settlement Land; and
  - viii) Appendix A - Settlement Land Descriptions, attached to this Agreement;
- (b) the Commissioner in Executive Council may delegate to the Yukon Minister with responsibility for land claims and self-government the authority to consent, on behalf of the Yukon, to any amendments to other specific provisions of this Agreement.

**2.3.5.3 a Yukon First Nation by a process set out in that Yukon First Nation Final Agreement.**

- (a) consent to any amendment pursuant to 2.3.4 may only be given on the part of the Kwanlin Dun First Nation by a resolution of the Kwanlin Dun First Nation Council;
- (b) the Kwanlin Dun First Nation shall provide Government with a certified copy of a resolution consenting to an amendment pursuant to 2.3.5.3(a), and all Persons shall be entitled to rely on that resolution as conclusive evidence of compliance with 2.3.5.3(a).

**2.3.6 Amendments to a Yukon First Nation Final Agreement shall be published in the Canada Gazette, the Yukon Gazette and the Yukon First Nation registry of laws established pursuant to that Yukon First Nation's self-government agreement.**

**CROSS REFERENCED CLAUSES:** 5.3.1 (all), 5.15.1, 5.15.2, 6.1.2 (all), 6.1.8 (all), 16.11.4 (all), Chapter 16 Schedule B (all), Appendix A - Settlement Land Descriptions (all)

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| Responsibility   | Activities  | Timing   |
|--|---|--|
| Any Party  | Identify need to amend the KDFNFA and forward proposal for amendment to the other parties.  | As necessary   |
| Parties  | Review and respond to the proposal.   | As soon as practicable after receipt of the proposal                 |
| Parties  | At the discretion of the Parties, address specific requirements for the amendment process.  | As soon as practicable if the amendment is to be pursued             |
| Parties  | Negotiate the terms of the amendment to be submitted for consent and identify the requirements to give effect to the amendment if approved, including changes to the implementation plan if required. | Within a reasonable time, as the Parties may agree                   |
| KDFN   | Undertake the approval process in accordance with 2.3.5.3(a).   | As soon as practicable after the negotiations are complete           |
| KDFN   | Notify Government of the result of approval process, and if approval granted, provide Government with a certified copy of a resolution consenting to an amendment.                                    | Once KDFN approval process is complete                               |
| Canada and Yukon                                       | Undertake approval process in accordance with 2.3.5.1 and 2.3.5.2.  | Upon receipt of certified copy of resolution approving the amendment |
| Parties  | Take agreed upon steps necessary to give effect to the amendment, including amendments to the implementation plan if required.  | As soon as practicable once all approval processes are complete      |
| Governor in Council, Commissioner in Executive Council | If all parties approve amendment, amend KDFNFA by Order in Council.   | As soon as practicable   |
| Canada   | Publish amendment in Canada Gazette.  | As soon as practicable after the amendment is given effect           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>                       | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon                 | Publish amendment in Yukon Gazette.     | As soon as practicable after the amendment is given effect |
| KDFN                  | Publish amendment in KDFN law register. | As soon as practicable after the amendment is given effect |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation during the drafting of any amendment to Settlement Legislation which affects KDFN

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

2.4.3.1 Government shall Consult with the Kwanlin Dun First Nation during the drafting of any amendment to Settlement Legislation which affects the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                     |
|-----------------------|---|---|
| Government            | Notify KDFN with respect to any proposed amendment to Settlement Legislation which affects KDFN. Provide details. | During the drafting of the amendment              |
| KDFN                  | Prepare and present views to Government.  | Within reasonable time indicated by Government    |
| Government            | Give full and fair consideration to the views presented. Notify KDFN of the outcome.                              | As soon as practicable upon receipt of KDFN views |

**Planning Assumption**

1. This Consultation may occur more than once during the drafting process.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** KDFN legal entities

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

2.11.7 Yukon First Nation Final Agreements may provide for that Yukon First Nation to alter from time to time which of its legal entities shall hold rights, liabilities or obligations pursuant to 2.11.4.

2.11.7.1 Except in respect of 2.5.0, 2.10.1, 4.4.0, 5.9.0 and 5.10.0, the Kwanlin Dun First Nation may cause any of its rights, obligations and liabilities set out in this Agreement to be held or performed, on its behalf, by any legal entity wholly controlled by the Kwanlin Dun First Nation or wholly controlled by the Kwanlin Dun First Nation and one or more other Yukon First Nations, provided any such arrangement does not adversely affect the exercise of rights, obligations and liabilities set out in this Agreement.

2.11.7.2 The Kwanlin Dun First Nation, prior to the Effective Date of this Agreement, shall establish and thereafter maintain a public register identifying all rights, obligations and liabilities held on its behalf pursuant to 2.11.7.1.

2.11.7.3 Government shall not be liable to Kwanlin Dun for any damage or loss suffered by Kwanlin Dun as a result of the failure of the Kwanlin Dun First Nation or any entity referred to in 2.11.7.1 to comply with an obligation under this Agreement.

**CROSS REFERENCED CLAUSES:** 2.5.0 (all), 2.10.1, 2.11.4, 4.4.0 (all), 5.9.0 (all), 5.10.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                    |
|-----------------------|---|----------------------------------|
| KDFN                  | Maintain public register identifying all rights, obligations and liabilities held on behalf of KDFN pursuant to 2.11.7.1. | Ongoing after the Effective Date |
| KDFN                  | At discretion, alter entity holding rights, obligations or liabilities.   | As necessary                     |
| KDFN                  | Amend register to reflect alteration.   | As required                      |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Resolution of overlapping claims

**RESPONSIBLE PARTY:** KDFN, Overlapping YFN, Yukon and Canada

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

- 2.1 The Kwanlin Dun First Nation shall endeavour to reach agreement with each Overlapping Yukon First Nation on a resolution of any overlapping claim, right, title and interest in an Overlapping Area by a Contiguous Boundary, an Administrative Boundary or an Alternative Arrangement.
- 2.2 The location of a Contiguous Boundary referred to in 2.1 is subject to approval by the other parties to this Agreement.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 3.3, 3.4, 4.0 (all), 5.1

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| <b>Responsibility</b>    | <b>Activities</b>  | <b>Timing</b>          |
|--------------------------|--|------------------------|
| KDFN                     | Endeavour to reach agreement with each Overlapping YFN on a resolution of any overlapping claim, right, title and interest in an Overlapping Area. | As soon as practicable |
| KDFN and Overlapping YFN | If a Contiguous Boundary agreement is reached, submit location of Contiguous Boundary to Canada and Yukon for approval.                            | As necessary           |
| Canada and Yukon         | Review agreement and notify affected YFNs of determination.  | As soon as practicable |
| KDFN, Canada and Yukon   | If location of Contiguous Boundary is approved by Canada and Yukon, amend KDFN Traditional Territory to conform with new boundary.                 | As soon as practicable |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Resolution of overlapping claims - panel of elders

**RESPONSIBLE PARTY:** KDFN, panel of elders, Overlapping YFN

**PARTICIPANT / LIAISON:** Canada and Yukon

**OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

- 2.3 At any time at least six months prior to the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1, the Kwanlin Dun First Nation may agree with an Overlapping Yukon First Nation to establish a panel of elders to consider and make recommendations to those Yukon First Nations on a Contiguous Boundary.
- 2.4 A panel of elders referred to in 2.3 shall make its recommendations in writing no later than the earliest date when a dispute may be referred to the dispute resolution process pursuant to 3.1. The costs of the panel shall be paid by the Yukon First Nations appointing the panel.
- 2.5 A recommendation of a panel on the location of a Contiguous Boundary which is accepted by the Kwanlin Dun First Nation and the Overlapping Yukon First Nation is subject to approval by the other parties to this Agreement.
- 2.6 Where Canada or the Yukon does not approve the recommendation of a panel under 2.5, it shall give its reasons in writing.

**CROSS REFERENCED CLAUSES:** 2.9.1; Chapter 2 Schedule B 3.1 (all), 3.2 (all), 3.3, 4.0 (all), 5.1

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| Responsibility                  | Activities  | Timing  |
|---------------------------------|---|---|
| KDFN                            | At discretion, seek agreement of Overlapping YFN to establish a panel of elders to make recommendations on a Contiguous Boundary. | At least six months before dispute resolution process is available pursuant to 3.1          |
| KDFN or Overlapping YFN or both | Appoint panel.  | If agreement is reached to appoint a panel  |
| Panel of elders                 | Consider issue and make written recommendation to KDFN and Overlapping YFN on Contiguous Boundary.                                | No later than the date that a dispute can be referred to dispute resolution pursuant to 3.1 |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>    | <b>Activities</b>  | <b>Timing</b>                           |
|--------------------------|--|---|
| KDFN and Overlapping YFN | Review recommendation of panel.  | Upon receipt of recommendation          |
| KDFN and Overlapping YFN | If accepting the recommendation, forward it to Canada and Yukon.         | After reviewing recommendation of panel |
| Canada and Yukon         | Consider recommendation approved by KDFN and Overlapping YFN.            | As soon as practicable                  |
| Canada and Yukon         | Approve or reject recommendation. If rejecting, provide written reasons. | As soon as practicable                  |
| KDFN, Canada and Yukon   | If all parties approve, create Contiguous Boundary.                      | As soon as practicable                  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Resolution of overlapping claims - Dispute Resolution

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon, Overlapping YFN

**PARTICIPANT / LIAISON:** Person appointed to resolve dispute

**OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

- 3.1 Subject to 3.5, 3.6, 3.7 and 8.0, in the absence of an approved agreement on the location of a Contiguous Boundary referred to in 2.2 or 2.5, any party to this Agreement or to an Overlapping Yukon First Nation Final Agreement may, at any time after one year from the Effective Date of this Agreement or the Overlapping Yukon First Nation Final Agreement, whichever occurs later, refer the matter of the location of a Contiguous Boundary to the dispute resolution process under 26.3.0 provided:
  - 3.1.1. that Overlapping Yukon First Nation Final Agreement contains specific provisions substantially the same as this schedule; or
  - 3.1.2. the Kwanlin Dun First Nation and the Overlapping Yukon First Nation agree to refer the matter to the dispute resolution process under 26.3.0.
- 3.2 A person appointed under 26.7.0 to resolve a dispute under 3.1 shall, in addition to the other powers provided in Chapter 26 - Dispute Resolution, have the power:
  - 3.2.1 to determine a Contiguous Boundary, in the Overlapping Area, between the Traditional Territories of the Overlapping Yukon First Nation and the Kwanlin Dun First Nation, and
  - 3.2.2 where a recommendation of a panel under 2.4 has been accepted by the affected Yukon First Nations but not accepted by Government, to direct that the costs of the panel under 2.4 be paid by one or more of the parties to the dispute.

**CROSS REFERENCED CLAUSES:** 2.9.1 (all); Chapter 2 Schedule B 2.2, 2.4, 2.5, 3.3, 3.4, 3.5, 3.6, 3.7, 4.0 (all), 5.1, 26.3.0, 26.7.0

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| <b>Responsibility</b>                          | <b>Activities</b>   | <b>Timing</b>   |
|--|---|---|
| Any party to KDFNFA or to an Overlapping YFNFA | Refer dispute to dispute resolution process under 26.3.0 if conditions listed in Chapter 2 Schedule B 3.1.1 or 3.1.2 are met. | At discretion, after one year from the Effective Date of the later of the YFNFA |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>                          | <b>Activities</b>   | <b>Timing</b>                                    |
|--|---|--|
| Any party to KDFNFA or to an Overlapping YFNFA | If no agreement at mediation, at discretion, refer dispute to arbitration.  | As necessary                                     |
| Arbitrator                                     | If dispute referred to arbitration, at discretion, determine a Contiguous Boundary in the Overlapping Area.       | As required                                      |
| Arbitrator                                     | At discretion, direct that costs of panel under 2.4 be paid by one or more of the parties, if conditions are met. | When determining Contiguous Boundary             |
| KDFN, Canada and Yukon                         | Implement decision of arbitrator.   | As soon as practicable after dispute is resolved |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Final Agreements with Overlapping YFNs

**RESPONSIBLE PARTY:** Government and KDFN

**PARTICIPANT / LIAISON:** Overlapping YFNs

**OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

5.2 Government shall endeavour:

- 5.2.1 to ensure that provisions substantially the same as this schedule are included in the Yukon First Nation Final Agreement of an Overlapping Yukon First Nation; and
- 5.2.2 to conclude the Yukon First Nation Final Agreement of each Overlapping Yukon First Nation within 10 years of the Effective Date of this Agreement.

5.3 Government shall not agree in an Overlapping Yukon First Nation Final Agreement to provisions which resolve conflicts or inconsistencies between that Yukon First Nation Final Agreement and this Agreement in any manner other than as set out in this schedule, without the consent of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                         |
|-----------------------|---|---------------------------------------|
| Government            | Endeavour to include provisions substantially the same in the YFNAs of Overlapping YFNs.  | During YFNFA negotiations             |
| Government            | Endeavour to complete YFNAs of Overlapping YFNs.  | Within 10 years of Effective Date     |
| Government            | If proposing to include provisions in an Overlapping YFNFA which resolve conflicts or inconsistencies in a manner other than that set out in this schedule, seek consent of the KDFN. | As required during YFNFA negotiations |
| KDFN                  | Review proposal and notify Government of decision.  | Upon receipt of proposal              |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>               | <b>Timing</b>          |
|-----------------------|---------------------------------|------------------------|
| Government            | Incorporate alternate approach. | If consent granted     |
|                       | OR                              |                        |
| Government            | Abandon proposal.               | If consent not granted |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Traplines in Overlapping Area

**RESPONSIBLE PARTY:** KDFN, Overlapping YFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

6.1 A trapline which is situated more than 50 percent in an Overlapping Area and which might otherwise be designated as a Category 1 Trapline in accordance with 16.11.0 shall not be so designated until:

6.1.1 more than 50 percent of that trapline is situated in the Traditional Territory of the Kwanlin Dun First Nation; or

6.1.2 the Kwanlin Dun First Nation and the Overlapping Yukon First Nation agree.

**CROSS REFERENCED CLAUSES:** 16.11.0 (all)

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>          |
|-------------------------|--|------------------------|
| KDFN or Overlapping YFN | Seek agreement of other party to designate a trapline as Category 1.   | As required            |
| KDFN or Overlapping YFN | Review proposal and respond.   | As soon as practicable |
| KDFN                    | If agreement reached or if more than 50 percent of trapline is in KDFN Traditional Territory, designate the trapline as a Category 1 Trapline. | As necessary           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation on specified matters in Overlapping Area

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

7.1 Government shall Consult with the Kwanlin Dun First Nation respecting any matter in an Overlapping Area which may affect the rights of Kwanlin Dun or the Kwanlin Dun First Nation set out in this Agreement but which, pursuant to 4.0, do not apply in an Overlapping Area.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                  |
|-----------------------|--|--|
| Government            | Notify KDFN of matter which may affect rights of Kwanlin Dun or KDFN and provide relevant information. | As required                                    |
| KDFN                  | Review information and present views to Government.  | Within reasonable time indicated by Government |
| Government            | Provide full and fair consideration to views presented.  | Prior to taking action                         |
| Government            | Take appropriate action and notify KDFN of outcome.  | As necessary                                   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of an Administrative Boundary

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon, Overlapping YFN

**PARTICIPANT / LIAISON:** Person appointed to resolve dispute

**OBLIGATIONS ADDRESSED:**

Chapter 2 Schedule B

- 8.1 The parties to this Agreement and an Overlapping Yukon First Nation Final Agreement may agree to establish an Administrative Boundary for the purpose of applying any provision of this Agreement which does not apply pursuant to 4.0 this schedule.
- 8.2 The Kwanlin Dun First Nation and an Overlapping Yukon First Nation may jointly refer the matter of the determination of the location of an Administrative Boundary to the dispute resolution process under 26.3.0.
- 8.3 In addition to the other powers provided in Chapter 26 - Dispute Resolution of this Agreement, a person appointed under 26.7.0 to resolve a dispute under 8.2 shall have the power to determine an Administrative Boundary.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.0 (all), 8.4, 8.5, 8.6; 26.3.0, 26.7.0

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| <b>Responsibility</b>                   | <b>Activities</b>  | <b>Timing</b>                                    |
|---|--|--|
| KDFN, Overlapping YFN, Canada and Yukon | Attempt to agree on the establishment of an Administrative Boundary as described in 8.1. | At discretion                                    |
| KDFN and an Overlapping YFN             | At discretion, jointly refer dispute to dispute resolution process under 26.3.0.         | As necessary                                     |
| KDFN and an Overlapping YFN             | If no agreement at mediation, at discretion, refer dispute to arbitration.               | As necessary                                     |
| Arbitrator                              | If dispute referred to arbitration, at discretion, determine an Administrative Boundary. | As required                                      |
| KDFN, Overlapping YFN, Canada and Yukon | Implement decision of arbitrator.  | As soon as practicable after dispute is resolved |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** KDFN enrollment responsibilities -- After the dissolution of an Enrollment Committee

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT/LIAISON:** Yukon Enrollment Commission, Dispute Resolution Panel, Government

**OBLIGATIONS ADDRESSED:**

3.9.3 Upon dissolution of an Enrollment Committee the Yukon First Nation shall have the powers and responsibilities to:

- 3.9.3.1 maintain, update and amend the official enrollment list for that Yukon First Nation after the initial official enrollment list has been published by the Enrollment Commission;
- 3.9.3.2 deliver to the Yukon the official enrollment list on each anniversary of the dissolution of the Enrollment Committee;
- 3.9.3.3 decide promptly upon all applications received, and advise all Persons in writing of the Enrollment Commission or the Dispute Resolution Panel's disposition of their application;
- 3.9.3.4 supply application forms to any Person wishing to apply for enrollment;
- 3.9.3.5 establish its own procedures;
- 3.9.3.6 publish its own procedures; and
- 3.9.3.7 publicize and provide information in respect of the enrollment process to members of the Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 3.9.1, 3.9.2, 3.12.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                |
|-----------------------|--|--|
| KDFN                  | Receive documentation from Enrollment Committee.                                       | Upon dissolution of the Enrollment Committee |
| KDFN                  | Establish and publish procedures.  | On assumption of enrollment duties           |
| KDFN                  | Publicize and provide information in respect of the enrollment process to Kwanlin Dun. | As required                                  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>                                   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN                  | Continue enrollment in accordance with this clause. | As required   |
| KDFN                  | Deliver to Yukon updated list.                      | Annually on anniversary<br>of Enrollment<br>Committee's dissolution |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|   |   |
|---|---|
| <b>PROJECT:</b>   | Continuation of enrollment                                  |
| <b>RESPONSIBLE PARTY:</b>   | KDFN  |
| <b>PARTICIPANT / LIAISON:</b>   | Enrollment Commission, Dispute Resolution Board, Government |
| <b>OBLIGATIONS ADDRESSED:</b>   |   |
| <p>3.10.1 After the dissolution of an Enrollment Committee, a Person seeking enrollment as a Yukon Indian Person, and a Person making application pursuant to 3.3.2 or 3.3.3 shall apply to the appropriate Yukon First Nation which shall determine, according to this chapter, whether such Person or the Person on whose behalf the application is being made, is entitled to be enrolled under its Yukon First Nation Final Agreement.</p> <p>3.10.2 If the Yukon First Nation rejects the application or fails or refuses to make a decision within 120 days, then an appeal shall lie to either:</p> <p>3.10.2.1 the Enrollment Commission, if it has not been dissolved pursuant to 3.10.4; or</p> <p>3.10.2.2 a single arbitrator appointed by the chairperson of the Dispute Resolution Board.</p> <p>3.10.3 Upon a decision to enroll a Person under 3.10.1, the Yukon First Nation shall provide written notice to Government. Such enrollment shall not come into effect until 30 days following Government's receipt of such notice or, in the event of a dispute, until a determination has been made pursuant to 3.11.0.</p> |   |

**CROSS REFERENCED CLAUSES:** 3.3.2, 3.3.3, 3.6.5.11, 3.10.4, 3.11.2.6, 3.11.3, 26.7.0

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| <b>Responsibility</b>                                      | <b>Activities</b>  | <b>Timing</b>                             |
|--|--|---|
| KDFN   | Receive application for enrollment.                        | After dissolution of Enrollment Committee |
| KDFN   | Assess application and notify individual of determination. | Within 120 days of receipt of application |
| <u>If application is accepted by KDFN within 120 days:</u> |  |   |
| KDFN   | Notify Government in writing of acceptance.                | As soon as practicable                    |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>  |
|--|---|--|
| Government   | Acknowledge receipt.<br><br>If no dispute, enrollment is given effect.                              | Upon receipt<br><br>30 days following date of receipt by Government      |
| <u>If application is rejected or no decision made by KDFN within 120 days, and an appeal is initiated:</u> |   |  |
| KDFN   | Prepare for and respond to an appeal before the Yukon Enrollment Commission or a single arbitrator. | As required  |
| <u>If Enrollment Commission or arbitrator confirms eligibility:</u>  |   |  |
| KDFN and either<br>Enrollment<br>Commission or<br>arbitrator   | Notify Government of new beneficiary.   | After decision by either<br>Yukon Enrollment<br>Commission or arbitrator |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Cancel reservation or notation to Lands Set Aside

**RESPONSIBLE PARTY:** Canada (DIAND)

**PARTICIPANT/LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

- 4.2.3 The reservation or notation with respect to all Land Set Aside selected pursuant to 4.2.2 shall be cancelled by the Department of Indian Affairs and Northern Development.
- 4.2.4 Subject to 4.2.2, reservations or notations with respect to Land Set Aside which is not selected by a Yukon First Nation shall be cancelled by the Department of Indian Affairs and Northern Development whether or not the Land Set Aside was identified under 4.2.1.

**CROSS REFERENCED CLAUSES:** 4.2.1, 4.2.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                     |
|-----------------------|---|---|
| Canada (DIAND)        | Cancel all reservations or notations for KDFN on identified parcels.              | As soon as practicable on or after Effective Date |
| Canada (DIAND)        | Notify KDFN that reservations or notations on Land Set Aside have been cancelled. | As soon as practicable after cancellation         |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Registration of title to Fee Simple Settlement Land

**RESPONSIBLE PARTY:** LTO

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

- 5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN                  | Apply to LTO to register title and provide the LTO with any relevant documentation required for registration. | As soon as practicable after land becomes Settlement Land |
| LTO                   | Register title according to the procedures in effect.   | As soon as practicable                                    |
| LTO                   | Provide KDFN with confirmation of registration.   | As soon as practicable after registration                 |

**Planning Assumptions**

1. In the majority of cases, the LTO already holds adequate surveys for Settlement Land parcels that exist in fee simple. It will be the responsibility of KDFN to provide the LTO with any other information it requires to complete that title transfer.
2. In some cases fee simple title may have been originally registered in the LTO using only Metes and Bounds descriptions. This is no longer accepted as an adequate description with which to register a parcel of land in fee simple title. These parcels will be surveyed in accordance with Chapter 15.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Registration of fee simple title in Mines and Minerals in and under Category A Settlement Lands

**RESPONSIBLE PARTY:** LTO

**PARTICIPANT / LIAISON:** KDFN, Mining Recorder

**OBLIGATIONS ADDRESSED:**

- 5.2.3 Each Yukon First Nation shall register in the Land Titles Office as soon as practicable its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.
- 5.2.4 No fee or charge shall be payable in respect of the initial registration by a Yukon First Nation of its title to Fee Simple Settlement Land and its fee simple title in the Mines and Minerals in and under Category A Settlement Land.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN                  | Apply to LTO to register title and provide the LTO with any relevant documentation required for registration. | As soon as practicable after receipt of confirmed survey plans of Category A Settlement Parcels |
| LTO                   | Register title according to the procedures in effect.   | As soon as practicable  |
| LTO                   | Provide KDFN with confirmation of registration.   | As soon as practicable after registration   |

**Planning Assumption**

1. Survey of Category A Settlement Land, as necessary to register the Mineral interest, will be required in order to register the fee simple title to the Mines and Minerals in and under Category A Settlement Land.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Define boundaries of Settlement Land; deposit plans of survey in LTO and in KDFN lands system(s)

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** KDFN, LTO

**OBLIGATIONS ADDRESSED:**

- 5.3.2 The boundaries of the Settlement Land of a Yukon First Nation shall be defined pursuant to Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land.
- 5.3.3 Plans of survey confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land shall be deposited in the Land Titles Office and any system established under 5.5.1.4 applicable to the Settlement Land dealt with in the survey.

**CROSS REFERENCED CLAUSES:** 5.5.1.4, Chapter 15

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                    |
|-----------------------|--|----------------------------------|
| Canada                | Define boundaries of Settlement Land. (See activity sheets, Chapter 15). | After the Effective Date         |
| Canada                | Deposit plan of survey in the LTO.                                       | Upon confirmation of survey plan |
| Canada                | Deposit plan of survey in KDFN system established under 5.5.1.4.         | Upon confirmation of survey plan |

**Planning Assumption**

1. Natural Resources Canada will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Payment of royalties and non-refunded rents -- Category A Settlement Lands

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

5.6.3 Where Category A Settlement Land is subject to an Existing Mineral Right or to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time:

5.6.3.1 any Royalty received by Government for production after the date the land became Settlement Land in respect of that Existing Mineral Right; and

5.6.3.2 any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that Existing Mineral Right and of any surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder.

**CROSS REFERENCED CLAUSES:** 5.6.5, 15.6.6

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government            | Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Settlement Land (except for Proposed Site Specific Settlement Land) and advise KDFN in writing. | As soon as practicable after the Effective Date                                       |
| Government            | Determine whether any royalties and/or non-refunded rents are being collected in respect of Category A Site Specific Settlement Land and advise KDFN in writing.                                       | Following confirmation of survey plans for KDFN Site Specific Settlement Land parcels |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| <u>If royalties and/or non-refunded rents are being collected:</u> |  |  |
| Government   | <p>Establish system to account for:</p> <ul style="list-style-type: none"> <li>- royalties in respect of Existing Mineral Rights received by Government from holder of a Mineral Right on Category A Settlement Land; and/or</li> <li>- non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category A Settlement Land.</li> </ul> | As soon as practicable after it is determined that royalties and/or non-refunded rents are being collected   |
| Government   | <p>Account for and pay to KDFN:</p> <ul style="list-style-type: none"> <li>- royalties for production received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right, and/or</li> <li>- non-refunded rents received by Government from the holder of a Mineral Right in respect of that Existing Mineral Right and any surface lease.</li> </ul>        | As soon as practicable after the first post-Effective Date payment is received by Government and thereafter, annually on a date agreed upon by Government and the KDFN |

**Planning Assumption**

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land that becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Payment of non-refunded rents -- Category B and Fee Simple Settlement Lands

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

5.6.4 Where Category B Settlement Land or Fee Simple Settlement Land is subject to a surface lease, existing at the date the affected land became Settlement Land, held by a Mineral Right holder, Government shall account for and pay to the affected Yukon First Nation as soon as practicable from time to time, any non-refunded rents received by Government which were payable after the date the land became Settlement Land in respect of that existing surface lease held by the Mineral Right holder.

**CROSS REFERENCED CLAUSES:** 5.6.5, 15.6.6

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| <b>Responsibility</b>                             | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| Government  | Determine whether any non-refunded rents are being collected in respect of Category B and Fee Simple Settlement Land (except for Proposed Site Specific Settlement Land) and advise KDFN in writing. | As soon as practicable after the Effective Date   |
| Government  | Determine whether any non-refunded rents are being collected in respect of Category B Site Specific and Fee Simple Site Specific Settlement Land and advise KDFN in writing.                         | Following confirmation of survey plans for KDFN Site Specific Settlement Land parcels     |
| <u>If non-refunded rents are being collected:</u> |  |   |
| Government  | Establish system to account for non-refunded rents received by Government from the holder of a Mineral Right in respect of a surface lease on Category B or Fee Simple Settlement Land.              | As soon as practicable after it is determined that non-refunded rents are being collected |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Government            | Account for and pay to KDFN non-refunded rents received by Government from the holder of a Mineral Right in respect of surface lease. | As soon as practicable after the first post-Effective Date payment is received by Government and thereafter annually on a date agreed upon by Government and the KDFN |

**Planning Assumption**

1. For the purposes of this provision, "the date the affected land became Settlement Land" will be the Effective Date except in the case of Proposed Site Specific Settlement Land that becomes Site Specific Settlement Land on the same date the plan of survey is confirmed in accordance with Chapter 15.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with KDFN – Encumbering Rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

5.6.9 Government shall Consult with the affected Yukon First Nation before exercising any discretion to renew or replace an Encumbering Right, to issue a new Encumbering Right, or to set any Royalty, rent or fee described in 5.6.3, 5.6.4 and 5.6.6.

**CROSS REFERENCED CLAUSES:** 5.4.2 (all), 5.6.1, 5.6.3 (all), 5.6.4, 5.6.6

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government            | Notify and provide relevant details to KDFN, of intention to:<br>- renew or replace an Encumbering Right;<br>- issue a new Encumbering Right;<br>- set Royalty, rent or fee described. | As required   |
| KDFN                  | Prepare and present views.   | Within reasonable time as set out in the arrangements and procedures for Consultation |
| Government            | Provide full and fair consideration of views presented.  | Prior to making determination   |
| Government            | Notify KDFN of outcome.  | Within reasonable time as set out in the arrangements and procedures for Consultation |

**Planning Assumptions**

1. Government is responsible for ensuring that all of its relevant screening, reviewing, licensing and permitting departments and agencies are aware of their obligations pursuant to this clause.
2. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendment of terms of Encumbering Rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

5.6.10 If Legislation is amended to authorize Government to increase the term permitted for an Encumbering Right, Government shall not increase the term of that Encumbering Right pursuant to that amendment without the prior consent of the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 5.4.2 (all), 5.6.1, 5.6.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                 |
|-----------------------|---|---|
| Government            | Notify KDFN of proposal to increase term of an Encumbering Right pursuant to amended legislation, provide relevant details and request consent. | After effective date of Legislative amendment |
| KDFN                  | Review the request, grant or deny consent, and notify Government of determination.  | As soon as practicable upon receipt of notice |
| Government            | Increase term.  | If consent is granted                         |
|                       | OR  |   |
| Government            | Allow Encumbering Right to expire as originally scheduled.  | If consent is not granted                     |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Cancellation and replacement of Encumbering Rights

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Minister

**OBLIGATIONS ADDRESSED:**

5.6.11 Subject to the consent of the Minister, a Yukon First Nation and the holder of an Encumbering Right may agree that the right be cancelled and replaced by an interest provided by the Yukon First Nation.

5.6.12 The Minister may only refuse to consent under 5.6.11 if:

5.6.12.1 the holder of the Encumbering Right is in default of any obligation to Government or has outstanding unsatisfied liabilities to Government pursuant to the interest;

5.6.12.2 the Encumbering Right was granted under the Yukon Quartz Mining Act, R.S.C. 1985, c. Y-4 and there is no "Certificate of Improvements" issued thereunder or equivalent certificate issued under any successor Legislation;

5.6.12.3 the Encumbering Right is a claim granted under the Yukon Placer Mining Act, R.S.C. 1985, c. Y-3 and there is no plan of survey of the claim approved in accordance with that Act or equivalent approval under successor Legislation; or

5.6.12.4 there is a Person claiming an interest in the Encumbering Right.

**CROSS REFERENCED CLAUSES:** 2.11.8

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                          |
|-----------------------|--|--|
| KDFN                  | Advise Minister that KDFN and the holder of an Encumbering Right have agreed that a Government-issued Encumbering Right should be cancelled and replaced by an interest provided by KDFN. Provide details and request consent. | After the Effective Date               |
| Minister              | Verify that cancellation and replacement is consistent with requirements of 5.6.12.  | Upon receipt of proposal               |
| Minister              | If consistent, cancel Encumbering Right.   | As soon as practicable                 |
| KDFN                  | Replace Encumbering Right with interest provided by KDFN.  | Upon cancellation of Encumbering Right |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Discovery of information subject to disclosure

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** Surface Rights Board

**OBLIGATIONS ADDRESSED:**

5.7.4 If Government or a Yukon First Nation becomes aware of any information described in 5.7.1 which has not been disclosed prior to that Yukon First Nation ratifying its Yukon First Nation Final Agreement and which is not publicly available in the Land Titles Office, that party shall provide the other with the information, whereupon Government shall declare

5.7.4.1 that:

- (a) the department or entity does not have the management, charge or direction of the land,
- (b) the reservation is cancelled, or
- (c) the Commissioner does not have administration and control of the land,

as the case may be, and, as of the date of the declaration, the Settlement Land shall not be subject to such management, charge or direction, reservation or administration and control and no compensation shall be payable to the Yukon First Nation; or

5.7.4.2 in the cases of 5.7.1.2 or 5.7.1.3(b), that, with the agreement of the affected Yukon First Nation, the land described in 5.7.1.2 or 5.7.1.3(b) remains Settlement Land subject to the reservation and, as of the date of the declaration, Government shall provide compensation as determined pursuant to 7.5.0 to the Yukon First Nation for any diminution in the value of the Settlement Land resulting from the continuation of the reservation after the date of the declaration, and the Settlement Land shall be subject to the reservation.

**CROSS REFERENCED CLAUSES:** 5.7.1 (all), 5.7.5 (all), 7.5.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Government or KDFN    | Provide other party with information subject to disclosure under 5.7.1. | After ratification of KDFNFA, upon becoming aware of information |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>                          | <b>Activities</b>   | <b>Timing</b>                                       |
|--|---|---|
| Government                                     | Declare status under 5.7.4.1.<br><br>OR   | As soon as practicable                              |
| Government                                     | Declare status under 5.7.4.2.   | As soon as practicable                              |
| Government and KDFN                            | Negotiate compensation.   | As required if land is declared pursuant to 5.7.4.2 |
| <b><u>If no agreement on compensation:</u></b> |   |   |
| Government or KDFN                             | Refer matter to Surface Rights Board for determination of compensation pursuant to 7.5.0. | Within a reasonable period of time                  |
| Government and KDFN                            | Prepare for and participate in Surface Rights Board process.                              | In accordance with Surface Rights Board rules       |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Reacquisition of Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** LTO

**OBLIGATIONS ADDRESSED:**

5.12.1 Where land which is or was subject to the operation of 5.10.0 is reacquired by a Yukon First Nation in fee simple, whether including or excluding the Mines and Minerals, that Yukon First Nation may declare the land to be Settlement Land and thereafter the land shall be Settlement Land of the following category:

- 5.12.1.1 Category A Settlement Land when Mines and Minerals are included and the land had previously been Category A Settlement Land;
- 5.12.1.2 Category B Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Category B Settlement Land; or
- 5.12.1.3 Fee Simple Settlement Land when Mines and Minerals other than Specified Substances are not included and the land had previously been Fee Simple or Category A Settlement Land,

except that the cession, release and surrender of any aboriginal claim, right, title or interest in respect of the land shall not be affected.

**CROSS REFERENCED CLAUSES:** 5.10.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>                              | <b>Timing</b>         |
|-----------------------|--|-----------------------|
| KDFN                  | Reacquire Settlement Land in fee simple title. | At discretion of KDFN |
| KDFN                  | Register fee simple title at LTO.              | Upon reacquisition    |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Deregistration of Category A and Category B Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** LTO

**OBLIGATIONS ADDRESSED:**

5.13.1 A Yukon First Nation may deregister a Parcel of Category A Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law, other than:

5.13.1.1 the reservations and exceptions set out in 5.4.2; and

5.13.1.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7 other than the reservations set out in paragraphs 13(a) and (b) or 15(a) of that Act.

5.13.2 A Yukon First Nation may deregister a Parcel of Category B Settlement Land which is registered in the Land Titles Office and is free and clear of any interest in land recognized in Law other than:

5.13.2.1 the reservations and exceptions set out in 5.4.2; and

5.13.2.2 the reservations to the Crown and exceptions which apply to a grant of federally administered Crown Land under the Territorial Lands Act, R.S.C. 1985, c. T-7.

**CROSS REFERENCED CLAUSES:** 5.4.2 (all), 5.13.3

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| Responsibility | Activities   | Timing                   |
|----------------|--|--------------------------|
| KDFN           | At discretion, apply to LTO to deregister parcel of Category A or B Settlement Land. | After Effective Date     |
| LTO            | Verify that land is eligible for deregistration under this clause.                   | Upon application by KDFN |
| LTO            | If eligible, deregister parcel and notify KDFN of deregistration.                    | As soon as practicable   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Exceptions to Waterfront Right-of-Way

**RESPONSIBLE PARTY:** Government, KDFN, user of Waterfront Right-of-Way

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

5.15.1 Unless otherwise agreed in a Yukon First Nation Final Agreement on a case by case basis, there shall be a Waterfront Right-of-Way 30 metres in width measured landward from the Natural Boundaries within Settlement Land of all Navigable Waters which abut or are within Settlement Land.

5.15.1.1 Any exception to the Waterfront Right-of-Way referred to in 5.15.1 is set out as a special condition in Appendix A - Settlement Land Descriptions, attached to this Agreement.

**CROSS REFERENCED CLAUSES:** Appendix A - Settlement Land Descriptions C-192B, C-195B, C-196B

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| <b>Responsibility</b>                             | <b>Activities</b>  | <b>Timing</b> |
|---|--|---------------|
| Government, KDFN, user of Waterfront Right-of-Way | When considering use of Waterfront Right-of-Way, refer to the exceptions to Waterfront Right-of-Way located in KDFNFA Appendix A - Settlement Land Descriptions. | As required   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consent for access to Waterfront Right-of-Way

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Surface Rights Board

**OBLIGATIONS ADDRESSED:**

5.15.5 Any Person has a right of access to use a Waterfront Right-of-Way for commercial recreation purposes with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of the access.

**CROSS REFERENCED CLAUSES:** 5.15.0 (all), Appendix A - Settlement Land Descriptions C-192B, C-195B, C-196B

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                 |
|-----------------------|--|---|
| KDFN                  | Receive request for access.  | As required                                   |
| KDFN                  | Review request, grant or deny request and notify applicant of decision.                            | Within a reasonable time of the request       |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application. | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consent for establishment of permanent camp or structure on Waterfront Right-of-Way

**RESPONSIBLE PARTY:** KDFN, Government

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

5.15.7 Subject to 5.15.8, no Person shall establish any permanent camp or structure on a Waterfront Right-of-Way without the consent of Government and the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 5.15.0 (all), Appendix A - Settlement Land Descriptions C-192B, C-195B, C-196B

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>                                  |
|------------------------|--|--|
| KDFN and/or Government | Receive request to establish permanent camp or structure.                      | As required                                    |
| KDFN and Government    | Consider request, grant or deny consent and notify applicant of determination. | Within a reasonable time following the request |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement

**RESPONSIBLE PARTY:** KDFN, Yukon, Canada

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.1.2 Government and a Yukon First Nation may agree in a Yukon First Nation Final Agreement or from time to time after the Effective Date of a Yukon First Nation Final Agreement to amend, revoke or reinstate a right of access provided by a Settlement Agreement to address special circumstances in respect of a specific Parcel of Settlement Land.

**CROSS REFERENCED CLAUSES:** 2.3.4, 2.3.5 (all), 2.3.6, 6.1.8

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>                      |
|-------------------------|---|------------------------------------|
| KDFN or Yukon or Canada | Request to amend, revoke or reinstate a right of access provided by a Settlement Agreement. | Any time after Effective Date      |
| Responding parties      | Review and respond to initiating party.   | Within a reasonable period of time |
| KDFN, Yukon, Canada     | Attempt to reach 3 party agreement through negotiation.                                     | Within a reasonable period of time |
| KDFN, Yukon, Canada     | Amend KDFNFA as set out in 2.3.5, if change to right of access requires amendment.          | If agreement reached               |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Right of access for outfitting concession holders

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

- 6.1.2.1 The holder of an outfitting concession shall have a right of access to Settlement Land situated within that concession, for outfitting purposes, during the first full spring hunting season subsequent to the Effective Date of this Agreement and the first full fall hunting season subsequent to the Effective Date of this Agreement and a further right of access to that Settlement Land, for the purpose of removing property, during the 12 months immediately following whichever full hunting season is the later.
- 6.1.2.2 Nothing in 6.1.2.1 shall be construed to prevent the Kwanlin Dun First Nation and the holder of an outfitting concession from entering into any agreement which provides the holder of an outfitting concession with a right of access other than set out in 6.1.2.1.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Canada, Yukon, KDFN   | Jointly inform outfitting concession holders of rights of access for outfitting purposes and requirements for removal of their personal property. | No later than 30 days after Effective Date or as soon thereafter as the Parties agree is reasonable |
| KDFN                  | At discretion, negotiate additional rights of access with outfitting concession holder.   |   |

**Planning Assumption**

1. A letter will be written on behalf of the Parties as the mechanism for informing the concession holders.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Determining liability of KDFN on Undeveloped Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.1.3 A Yukon First Nation owes the same duty of care to a Person exercising a right of access on Undeveloped Settlement Land pursuant to Settlement Agreements as the Crown owes to a Person on unoccupied Crown Land.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                      |
|-----------------------|--|------------------------------------|
| KDFN                  | Research legal liability of KDFN with respect to injuries to Persons exercising a right of access. | At discretion after Effective Date |
| KDFN                  | Make determination regarding insurance and other requirements.                                     |                                    |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Reporting damage to KDFN Settlement Land as a result of entry in an emergency

**RESPONSIBLE PARTY:** KDFN, Person causing damage to KDFN Settlement Land

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.1.5 Any Person may enter upon Settlement Land in an emergency but when damage is caused, the Person shall report to the affected Yukon First Nation the location thereof as soon as practicable thereafter and shall be liable for significant damage to Settlement Land or to any improvement on Settlement Land as a result of the entry.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b>       | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------------|---|---|
| KDFN                        | Develop procedures regarding monitoring/reporting damage.   | After Effective Date                                      |
| Person causing damage       | If damage is caused to KDFN Settlement Land or to any improvement on Settlement Land as a result of entry in an emergency, report location of damage to KDFN. | As soon as practicable                                    |
| KDFN                        | Respond to report of damage. Assess extent of damage.   | As soon as practicable after report is received           |
| KDFN                        | At discretion, request compensation for damage.   | As soon as practicable after determining extent of damage |
| KDFN, Person causing damage | At discretion, attempt to negotiate settlement.   | As necessary  |
| KDFN                        | If unable to reach settlement, pursue other options.  | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Conditions of access

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.1.6 A right of access provided by 5.15.3, 6.3.1 and 6.3.2 is subject to the conditions that there shall be no:

6.1.6.1 significant damage to Settlement Land or to improvements on Settlement Land;

6.1.6.2 mischief committed on Settlement Land;

6.1.6.3 significant interference with the use and peaceful enjoyment of Settlement Land by the Yukon First Nation;

6.1.6.4 fee or charge payable to the affected Yukon First Nation; or

6.1.6.5 compensation for damage other than for significant damage.

**CROSS REFERENCED CLAUSES:** 5.15.3, 6.1.5, 6.1.7, 6.3.1 (all), 6.3.2, 6.3.7, 6.6.0 (all),  
Appendix A - Settlement Land Descriptions C-195B, C-196B

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| <b>Responsibility</b>                          | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| KDFN   | At discretion, monitor right of access under 5.15.3, 6.3.1 and 6.3.2 to ensure conditions of 6.1.6 are observed. | After Effective Date                                   |
| <u>If no compliance with 6.1.6 conditions:</u> |  |  |
| KDFN   | At discretion, refer to Surface Rights Board pursuant to 6.3.7, or to court.                                     | Within a reasonable period of time                     |
| KDFN   | Prepare for and participate in Surface Rights Board or court process.  | In accordance with Surface Rights Board or court rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Designation of Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.1.8 Government and a Yukon First Nation may agree from time to time to designate Undeveloped Settlement Land to be Developed Settlement Land and Developed Settlement Land to be Undeveloped Settlement Land.

**CROSS REFERENCED CLAUSES:** 2.3.5 (all), 2.3.6 (all), 6.1.2 (all), 6.1.8.1, Appendix A - Settlement Land Descriptions 3.2.2

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| <b>Responsibility</b>    | <b>Activities</b>  | <b>Timing</b>                      |
|--------------------------|--|------------------------------------|
| KDFN or Yukon or Canada  | Request to change designation of Undeveloped Settlement Land to Developed Settlement Land or Developed Settlement Land to Undeveloped Settlement Land. | Any time after Effective Date      |
| Responding parties       | Review proposal and respond to initiating party.   | Within a reasonable period of time |
| KDFN and Yukon or Canada | Attempt to reach agreement through negotiation.  |                                    |
| KDFN, Yukon, Canada      | Amend KDFNFA as set out in 2.3.5.  | If amendment required              |
| KDFN                     | Register changed designation in KDFN land registry system.   |                                    |
| Government               | Record changed designation.  |                                    |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumption**

1. If Settlement Land is redesignated, maps of Settlement Land will be changed to indicate redesignation.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Agreement to designate any new improved route of access on Settlement Land as a highway or public road

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Government

**OBLIGATIONS ADDRESSED:**

6.1.9 Subject to Chapter 7 - Expropriation, unless the affected Yukon First Nation otherwise agrees, any route of access on Settlement Land which may be established or improved after the Effective Date of the affected Yukon First Nation's Final Agreement shall remain Settlement Land and shall not be designated by operation of law or otherwise, as a highway or public road, notwithstanding that the route is established or improved:

6.1.9.1 for the benefit of any Person; or

6.1.9.2 using funds or other resources provided directly or indirectly by Government for the establishment or improvement of such route.

**CROSS REFERENCED CLAUSES:** 2.3.5 (all), Chapter 7, 9.6.1 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                         |
|-----------------------|--|---------------------------------------|
| Government            | Request to designate any new or improved route of access on Settlement Land as a highway or public road. | As determined necessary by Government |
| KDFN                  | Review request and notify Government of decision.  | Within a reasonable period of time    |
| Government            | If consent denied, leave route as Settlement Land.   |                                       |
|                       | <b>OR</b>  |                                       |
| Parties               | If consent is granted, amend KDFNFA pursuant to 2.3.5.   | As required                           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Right of access to cross Undeveloped Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.3.3 Where no right of access is provided by a Settlement Agreement, a Person has a right of access to enter, cross and make necessary stops on Undeveloped Settlement Land to reach adjacent land for commercial and non-commercial purposes with the consent of the Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 6.3.1 (all), 6.3.2, 6.3.4 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                   |
|-----------------------|--|---|
| KDFN                  | Review request for access, and grant or deny consent.<br>Notify applicant of decision.             | Within reasonable time period following request |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application. | In accordance with Surface Rights Board rules   |
| KDFN                  | If an order is issued by the Surface Rights Board, comply with order.                              | As required by Surface Rights Board             |
| KDFN                  | Monitor access.  | During and after exercise of access             |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consent to changes in terms or conditions relating to access of a licence, permit or other right of access

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Government

**OBLIGATIONS ADDRESSED:**

6.3.6 Any change in the terms or conditions relating to access of a licence, permit or other right of access described in 6.3.5, other than a renewal or replacement thereof shall require the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 5.6.0 (all), 6.3.5 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                 |
|-----------------------|---|---|
| KDFN                  | Review request for change in the terms and conditions, and grant or deny consent. Notify applicant of decision. | Within a reasonable period of time            |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application.              | In accordance with Surface Rights Board rules |
| KDFN                  | If an order is issued by the Surface Rights Board, comply with order.   | As required by Surface Rights Board           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Reference to Surface Rights Board

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.3.7 A Yukon First Nation or any Person may refer a dispute concerning the interpretation, application or alleged violation of 6.3.1, 6.3.2 or of any condition established pursuant to 6.6.0 affecting 6.3.1 or 6.3.2 to the Surface Rights Board for resolution.

**CROSS REFERENCED CLAUSES:** 6.3.1 (all), 6.3.2, 6.6.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                 |
|-----------------------|---|---|
| KDFN, affected Person | Refer disputes arising from interpretation, application or alleged violation of access provided under 6.3.1 or 6.3.2 or disputes concerning access conditions established pursuant to negotiations by KDFN and Government under 6.6.0 to Surface Rights Board for resolution. | As required                                   |
| KDFN, affected Person | Prepare for and participate in Surface Rights Board process.  | In accordance with Surface Rights Board rules |
| KDFN, affected Person | If an order is issued by the Surface Rights Board, comply with order.   | As required by Surface Rights Board           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Exercise of right of access by Government, its agents or contractors **for no more than 120 consecutive days**

**RESPONSIBLE PARTY:** Government, its agents or contractors

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.6.0 (all)

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| <b>Responsibility</b>                 | <b>Activities</b>   | <b>Timing</b>   |
|---------------------------------------|---|---|
| Government, its agents or contractors | Where reasonable, notify KDFN of any exercise of any right of access to enter, cross and stay on KDFN Undeveloped Settlement Land for a period of no more than 120 consecutive days for a single program/project. | Within a reasonable period of time                    |
| KDFN                                  | Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0. Provide response to Government if not in conformity.   | Within a reasonable period of time after notification |

If no terms and conditions negotiated pursuant to 6.6.0:

|                    |                        |               |
|--------------------|------------------------|---------------|
| KDFN or Government | Initiate negotiations. | At discretion |
| KDFN               | Monitor access.        |               |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**Planning Assumptions**

1. The Parties agree that Government and KDFN may establish terms and conditions for the exercise of a right of access pursuant to 6.6.0.
2. Wherever possible, notification and negotiation will take place within a reasonable period of time prior to access.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Exercise of right of access by Government, its agents or contractors **for more than 120 consecutive days**

**RESPONSIBLE PARTY:** Government, its agents or contractors

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

6.4.1 Government, its agents and contractors shall have a right of access to enter, cross and stay on Undeveloped Settlement Land and use natural resources incidental to such access to deliver, manage and maintain Government programs and projects, including but not limited to the necessary alterations of land and watercourses by earthmoving equipment for routine and emergency maintenance of transportation corridors.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.4.6 (all)

---

| <b>Responsibility</b>                 | <b>Activities</b>   | <b>Timing</b>  |
|---------------------------------------|---|--|
| Government, its agents or contractors | Notify KDFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.               | Within a reasonable period of time prior to access     |
| KDFN                                  | Review notification and notify Government of decision.  | Within a reasonable period of time after notification  |
| Government, its agents or contractors | If consent granted, exercise right of access.<br><br>OR<br><br>If consent not granted, cease access and at discretion, refer issue to Surface Rights Board. | As necessary<br><br>Within a reasonable period of time |
| KDFN                                  | If an application is made to the Surface Rights Board, prepare for and respond to the application.  | In accordance with Surface Rights Board rules          |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b>                 | <b>Activities</b>  | <b>Timing</b>           |
|---------------------------------------|--|-------------------------|
| Government, its agents or contractors | If Surface Rights Board so orders, exercise right of access pursuant to order. | As necessary            |
| KDFN                                  | Monitor access.  | During and after access |

**Planning Assumption**

1. Wherever possible, notification and negotiation will take place within a reasonable period of time prior to access.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Exercise of right of access by Person authorized by Law **for no more than 120 consecutive days**

**RESPONSIBLE PARTY:** Person authorized by Law

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.1 for a period of no more than 120 consecutive days for any single program or project without the consent of the affected Yukon First Nation except that notice, where reasonable, shall be given; and

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.6.0 (all), Appendix A - Settlement Land Descriptions R-4A (YHY85-02L), R-5A

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| <b>Responsibility</b>    | <b>Activities</b>  | <b>Timing</b>                            |
|--------------------------|--|--|
| Person authorized by Law | Where reasonable, notify KDFN of intention to exercise right of access, including brief description of activity and project or program and anticipated length of access. | Within a reasonable period of time       |
| KDFN                     | Review notice to ensure conformity with any terms and conditions that may be negotiated pursuant to 6.6.0. Prepare and present views to Person authorized by Law.        | Within a reasonable time prior to access |
| Person authorized by Law | Provide full and fair consideration to views of KDFN.  | Prior to access                          |
| Person authorized by Law | Exercise right of access (as may be adjusted by agreement with KDFN).  | After consideration of KDFN views        |
| KDFN                     | Monitor access.  | During and after access                  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumption**

1. It is expected that notification and Consultation, wherever possible, will take place within a reasonable period of time prior to access.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Exercise of right of access by Person authorized by Law **for more than 120 consecutive days**

**RESPONSIBLE PARTY:** Person authorized by Law

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

6.4.2 A Person authorized by Law to provide utilities for public purposes including electricity, telecommunications and municipal services shall have a right of access to enter, cross and stay on Undeveloped Settlement Land to carry out site investigations, assessments, surveys and studies in relation to proposed services after Consultation with the affected Yukon First Nation prior to exercising such access.

6.4.5 The right of access provided in 6.4.1 and 6.4.2 may be exercised:

6.4.5.2 for a period of more than 120 consecutive days with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 6.4.3 (all), 6.4.4, 6.4.6 (all), Appendix A - Settlement Land Descriptions R-4A (YHY85-02L), R-5A

---

| <b>Responsibility</b>    | <b>Activities</b>   | <b>Timing</b>   |
|--------------------------|---|---|
| Person authorized by Law | Notify KDFN of intent to exercise right, including brief description of activity and project or program and the anticipated length of access.               | Within a reasonable period of time prior to access    |
| KDFN                     | Review notification and notify authority of decision regarding rights of access. Prepare and present views to Person authorized by Law.                     | Within a reasonable period of time after notification |
| Person authorized by Law | Provide full and fair consideration to views of KDFN.   | Prior to access                                       |
| Person authorized by Law | If consent granted, exercise right of access.<br><br>OR<br><br>If consent not granted, cease access and at discretion, refer issue to Surface Rights Board. | As necessary  |
|                          |   | Within a reasonable period of time                    |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>    | <b>Activities</b>  | <b>Timing</b>                                 |
|--------------------------|--|---|
| KDFN                     | If an application is made to the Surface Rights Board, prepare for and respond to the application. | In accordance with Surface Rights Board rules |
| Person authorized by Law | If Surface Rights Board so orders, exercise right of access pursuant to order.                     | As necessary                                  |
| KDFN                     | Monitor access.  | During and after access                       |

**Planning Assumption**

1. It is expected that notification and Consultation, wherever possible, will take place within a reasonable period of time prior to access.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Liability for damage to Settlement Land                            |
| <b>RESPONSIBLE PARTY:</b>     | KDFN   |
| <b>PARTICIPANT / LIAISON:</b> | Government, its agents or contractors, or Person authorized by Law |

**OBLIGATIONS ADDRESSED:**

6.4.4 Any Person exercising a right of access pursuant to 6.4.1 and 6.4.2 shall be liable only for significant damage to Settlement Land and any improvements on Settlement Land caused by the exercise of such right of access. Significant damage does not include necessary alteration of Settlement Land or watercourses required to maintain transportation corridors referred to in 6.4.1.

**CROSS REFERENCED CLAUSES:** 6.4.1, 6.4.2

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| KDFN  | At discretion, monitor access to ensure conformity with provisions and any other terms and conditions. | As necessary  |
| Government, its agents or contractors or Person authorized by Law           | Report to KDFN any significant damage to Settlement Land.  | As soon as practicable after damage is caused                 |
| KDFN  | Assess extent of damage to Settlement Land or improvements on Settlement Land.                         | As soon as practicable after receipt of report                |
| <u>If KDFN makes determination to seek compensation:</u>                    |  |   |
| KDFN  | Request compensation for damage after receiving report of damage.                                      | As necessary  |
| KDFN and Government, its agents or contractors, or Person authorized by Law | Attempt to negotiate settlement.   | As soon as practicable after request to negotiate is received |

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b> |
|-----------------------|--|---------------|
| KDFN                  | If settlement is not reached, at discretion, pursue other options. | As necessary  |

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**PROJECT:** Department of National Defence (DND) right of access

**RESPONSIBLE PARTY:** Canada (DND), KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

6.5.1 In addition to the right of access provided by 6.4.1, the Department of National Defence has a right of access to Undeveloped Settlement Land for military manoeuvres with the consent of the affected Yukon First Nation with respect to contact persons, areas, timing, environmental protection, protection of Wildlife and habitat, land use rent, and compensation for damage caused to Settlement Land and improvements and personal property thereon, or, failing consent, with an order of the Surface Rights Board as to terms and conditions with respect to such matters.

6.5.3 Government shall give reasonable advance notice of military exercises or operations to inhabitants of any area to be affected.

**CROSS REFERENCED CLAUSES:** 6.4.1, 6.5.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Canada (DND)          | Request consent of KDFN for access to its Undeveloped Settlement Land for military manoeuvres.  | As required, prior to exercise of right of access      |
| KDFN                  | Review request and notify Canada (DND) of decision.   | Within a reasonable period of time                     |
| Canada (DND)          | If consent is not granted, refer to Surface Rights Board for consideration of terms and conditions.   | At discretion  |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application.  | In accordance with Surface Rights Board rules          |
| Canada (DND)          | Provide advance notice of any military exercises/operations to inhabitants of any area to be affected, and exercise access in accordance with terms and conditions. | Prior to commencement of military exercises/operations |

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**PROJECT:** Establishment of terms and conditions of access by KDFN

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Government

**OBLIGATIONS ADDRESSED:**

6.6.1 If a Yukon First Nation wishes to establish terms and conditions for the exercise of a right of access provided:

6.6.1.1 by 5.15.3, 6.3.1, 6.3.2, 16.11.12, 18.3.1, 18.4.1 or 18.4.2; or

6.6.1.2 by 6.4.1 or 6.4.2 where the right of access is for a period of no more than 120 consecutive days,

the Yukon First Nation and Government shall attempt to negotiate the terms and conditions.

6.6.2 Failing agreement pursuant to 6.6.1, the Yukon First Nation may refer the matter to the Surface Rights Board. The Surface Rights Board may establish terms and conditions only for the exercise of a right of access which specify seasons, times, locations, method or manner of access.

**CROSS REFERENCED CLAUSES:** 5.5.1 (all), 5.15.3, 6.1.3, 6.3.1 (all), 6.3.2, 6.4.1, 6.4.2, 6.6.3 (all), 6.6.4 (all), 16.11.12, 18.3.1 (all), 18.4.1 (all), 18.4.2

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                     |
|-----------------------|--|---|
| KDFN                  | Notify Government of wish to negotiate the establishment of terms and conditions for the exercise of a right of access identified above. | Any time after Effective Date                     |
| KDFN, Government      | Attempt to negotiate terms and conditions for the exercise of a right of access listed above.  | Within reasonable time after notification by KDFN |

If no negotiated agreement:

|      |   |   |
|------|---|---|
| KDFN | At discretion, refer matter to Surface Rights Board to establish terms and conditions for the exercise of a right of access specifying seasons, times, locations and method or manner of access in accordance with 6.6.3 and 6.6.4. | Within a reasonable period of time            |
| KDFN | Prepare for and participate in Surface Rights Board process.  | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Expropriation – Location and extent

**RESPONSIBLE PARTY:** Expropriating Authority

**PARTICIPANT / LIAISON:** KDFN, Government

**OBLIGATIONS ADDRESSED:**

- 7.3.1 This chapter applies only to the expropriation of an interest in Settlement Land recognized in Law and held by a Yukon First Nation.
- 7.4.1 An Authority shall negotiate with the Affected Yukon First Nation the location and extent of Settlement Land to be acquired or expropriated.
- 7.4.3 When agreement of the Affected Yukon First Nation pursuant to 7.4.1 is not obtained, the following procedures shall apply:
  - 7.4.3.1 any expropriation of Settlement Land shall require the approval of the Governor in Council or the Commissioner in Executive Council as the case may be;
  - 7.4.3.2 notice of the intention of any Authority to seek approval under 7.4.3.1 shall be given to the Affected Yukon First Nation by the Authority; and
  - 7.4.3.3 notice of the intention shall not be given until the public hearing process under 7.6.0 or the public hearing in accordance with Legislation has been completed.
- 7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. N-7 to settle disputes in respect of expropriation.
- 7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 7.4.2, 7.5.1, 7.5.2 (all), 7.6.0 (all)

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| <b>Responsibility</b>            | <b>Activities</b>  | <b>Timing</b>          |
|----------------------------------|--|------------------------|
| Expropriating Authority          | Notify KDFN of proposal to acquire or expropriate Settlement Land. | As required            |
| KDFN and Expropriating Authority | Prepare for negotiations.  | Upon receipt of notice |

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| <b>Responsibility</b>                                    | <b>Activities</b>   | <b>Timing</b>                      |
|--|---|------------------------------------|
| Expropriating Authority and KDFN                         | Negotiate location and extent of land to be acquired or expropriated.   | At a time agreeable to the parties |
| KDFN   | If there is an objection filed by KDFN, prepare for and participate in public hearing process pursuant to 7.6.0 or the public hearing in accordance with Legislation. | As necessary                       |
| Expropriating Authority                                  | If, following the public hearing process, the Expropriating Authority intends to proceed, notify KDFN of intention to seek approval to expropriate.                   | After public hearing is complete   |
| Expropriating Authority                                  | Seek Governor in Council or Commissioner in Executive Council approval to expropriate.  | Prior to expropriating             |
| Governor in Council or Commissioner in Executive Council | Determine if approval will be granted.  | Upon request                       |

**Planning Assumption**

1. The process for determining and awarding compensation in respect of an expropriation is outlined in 7.5.1 to 7.5.2.10. Negotiations respecting compensation may occur concurrently with the negotiations on the location and extent of Settlement Land proposed to be acquired or expropriated.

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|   |   |
|---|---|
| <b>PROJECT:</b>   | Expropriation – Compensation                        |
| <b>RESPONSIBLE PARTY:</b>   | Expropriating Authority                             |
| <b>PARTICIPANT / LIAISON:</b>   | KDFN, Surface Rights Board or National Energy Board |
| <b>OBLIGATIONS ADDRESSED:</b>   |   |
| 7.5.1 An Authority shall negotiate with the Affected Yukon First Nation compensation for Settlement Land being expropriated or acquired, pursuant to this chapter.  |   |
| 7.5.2 When the agreement of the Affected Yukon First Nation pursuant to 7.5.1 is not obtained, the following provisions shall apply:  |   |
| 7.5.2.1 the Surface Rights Board shall determine any dispute over compensation upon an application by either the Authority or Affected Yukon First Nation, except where the expropriation is pursuant to the <u>National Energy Board Act</u> , R.S.C. 1985, c. N-7;        |   |
| 7.5.2.2 compensation ordered by the Surface Rights Board may be,  |   |
| (a) upon request by the Affected Yukon First Nation, and, if available and identified by the Affected Yukon First Nation, Land of the Authority within the Traditional Territory of the Affected Yukon First Nation,  |   |
| (b) money,  |   |
| (c) other forms of compensation, or   |   |
| (d) any combination of above;   |   |
| 7.5.2.3 when the Affected Yukon First Nation requests Land to be all or part of the compensation, the Surface Rights Board shall,   |   |
| (a) determine whether the Authority holds Land identified by the Affected Yukon First Nation which is within its Traditional Territory and whether that Land is available,  |   |
| (b) determine the value, in accordance with 7.5.2.7, of the Authority's Land which is available,  |   |
| (c) order the Authority to transfer to the Affected Yukon First Nation the amount of available Land necessary to provide compensation, and  |   |
| (d) subject to 7.5.2.4, where Land transferred to the Affected Yukon First Nation pursuant to 7.5.2.3(c) and 7.5.2.4(c) is not sufficient to provide compensation in Land as requested, order the balance of compensation to be in the form of 7.5.2.2(b), or (c), or both; |   |

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7.5.2.4 if the expropriating Authority is not Government and the Surface Rights Board has determined there is not sufficient available Land for the purposes of 7.5.2.3,

- (a) the Board shall so notify Government and thereafter Government shall be a party to the proceedings,
- (b) the Board shall determine whether Government holds available Land which is contiguous to the Settlement Land and within the Affected Yukon First Nation's Traditional Territory, whether that Land is available and if so the value of that available Land in accordance with 7.5.2.7,
- (c) the Board shall order Government to transfer to the Affected Yukon First Nation available Land up to the value, which in addition to the value of Land provided under 7.5.2.3, is necessary to provide compensation in Land as requested by the Affected Yukon First Nation under 7.5.2.3, and
- (d) the Authority shall pay to Government the value of the Land provided under 7.5.2.4 (c) and all costs of Government associated with the transfer;

7.5.2.5 the Surface Rights Board shall consider the matters set out in 8.4.1 when assessing the value of expropriated Settlement Land;

7.5.2.6 Land is not available for the purposes of 7.5.2.3 or 7.5.2.4, if it is,

- (a) Land subject to an agreement for sale or a lease containing an option to purchase, unless both Government and the Person holding such an interest in the Land consent,
- (b) Land subject to a lease, unless both Government and the lessee consent,
- (c) a highway or highway right-of-way,
- (d) Land within 30 metres of the boundary line between the Yukon and Alaska, the Yukon and Northwest Territories, and the Yukon and British Columbia,
- (e) Land determined by the Surface Rights Board to be occupied or used by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,
- (f) Land determined by the Surface Rights Board to be required for future use by the expropriating Authority, any federal or territorial department or agency, or by a municipal government except with the consent of that expropriating Authority, department, agency or municipal government,

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(g) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit the expansion of Yukon communities,

(h) Land which the Surface Rights Board determines would, if provided to a Yukon First Nation, unreasonably limit access for any Person to Navigable Water or highways, or

(i) such other Land as the Surface Rights Board in its discretion determines is not available;

7.5.2.7 in determining the value of the Land to be provided by an Authority, the Surface Rights Board shall consider, in addition to the market value of the Land,

(a) the value of Fish and Wildlife Harvesting and of gathering to the Affected Yukon First Nation,

(b) any potential effect of the Land to be provided by an Authority upon other Settlement Land of the Affected Yukon First Nation,

(c) any cultural or other special value of the Land to the Affected Yukon First Nation, and

(d) such other factors as may be permitted by the Legislation establishing the Board;

7.5.2.8 Land provided or ordered as compensation under this chapter, which is within the Traditional Territory of the Affected Yukon First Nation, shall be transferred to the Affected Yukon First Nation in fee simple and shall, in accordance with 7.5.2.9, be designated as,

(a) Category A Settlement Land when Mines and Minerals are included, or

(b) Category B Settlement Land or Fee Simple Settlement Land when Mines and Minerals are not included;

7.5.2.9 prior to making an order under 7.5.2.3(c) or 7.5.2.4(c), the designation of Land under 7.5.2.8(b), and the designation of the acquired Land as Developed Settlement Land or Undeveloped Settlement Land shall be determined,

(a) by agreement between the Affected Yukon First Nation and Government, or

(b) failing agreement, by the Surface Rights Board; and

7.5.2.10 the designation of Land provided as compensation shall not affect any surrender in respect of such Land.

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**CROSS REFERENCED CLAUSES:** 7.7.1, 7.7.2, 8.4.1 (all)

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| <b>Responsibility</b>                   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| Expropriating Authority                 | Notify KDFN of desire to negotiate compensation.   | As required in conjunction with an expropriation                       |
| KDFN                                    | Prepare for negotiations.  | Upon receipt of notice   |
| KDFN and Expropriating Authority        | Negotiate compensation.  | At a time agreeable to the parties                                     |
| <u>If no agreement on compensation:</u> |  |  |
| KDFN or Expropriating Authority         | At the discretion of either party, apply to the Surface Rights Board or to National Energy Board as appropriate, to determine dispute over compensation. | Within a reasonable period of time                                     |
| KDFN and Expropriating Authority        | Prepare for and participate in Surface Rights Board or National Energy Board compensation process.   | In accordance with Surface Rights Board or National Energy Board rules |

#### **Planning Assumption**

1. Negotiations respecting compensation may occur concurrently with negotiations on location and extent of the land proposed to be acquired or expropriated.

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**PROJECT:** Inclusion of KDFN nominee(s) on board, committee or other panel authorized by the National Energy Board Act where KDFN Settlement Land is expropriated

**RESPONSIBLE PARTY:** National Energy Board

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

- 7.7.1 Where Settlement Land is expropriated pursuant to the National Energy Board Act, R.S.C. 1985, c. N-7, this chapter applies except that the powers of the Surface Rights Board shall be exercised by the board, committee, panel or other body authorized by the National Energy Board Act, R.S.C. 1985, c. N-7 to settle disputes in respect of expropriation.
- 7.7.2 The board, committee, panel or other body referred to under 7.7.1 shall include at least one nominee of the Affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b> |
|-----------------------|--|---------------|
| National Energy Board | Notify KDFN that a board, committee or other body is being established and request nominee(s). | As required   |
| KDFN                  | Provide nominee(s) as requested.   | Upon request  |
| National Energy Board | Establish, board, committee or panel.  | As required   |

**Planning Assumption**

1. It is possible that an expropriation pursuant to the National Energy Board Act could affect more than one Yukon First Nation. In that circumstance, the National Energy Board shall nominate at least one nominee from each Affected Yukon First Nation.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Compensation payable in relation to the exercise of a Flooding Right not identified in the KDFNFA  |
| <b>RESPONSIBLE PARTY:</b>     | Authority exercising a Flooding Right  |
| <b>PARTICIPANT / LIAISON:</b> | KDFN, Surface Rights Board   |
| <b>OBLIGATIONS ADDRESSED:</b> |  |
| 7.8.4                         | An Authority exercising a Flooding Right over Settlement Land, other than for those sites identified pursuant to 7.8.1 and 7.8.2, shall pay compensation pursuant to this chapter except that in assessing compensation for Land and improvements, the Surface Rights Board shall not consider 8.4.1.8 or 7.5.2.7(c) and the sum of such compensation to all Affected Yukon First Nations for all improvements shall not exceed three percent of the Cost of Construction of that hydro-electric or water storage project. |

**CROSS REFERENCED CLAUSES:** 7.5.2.7(c) , 7.8.1 (all), 7.8.2, 8.4.1.8, KDFNFA Plan Activity Sheet 7.3.1

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| <b>Responsibility</b>                          | <b>Activities</b>   | <b>Timing</b>                                 |
|--|---|---|
| Authority exercising a Flooding Right and KDFN | Follow expropriation procedures listed in activity sheet for 7.3.1.                                 | Prior to the exercise of the Flooding Right   |
| Authority and KDFN                             | Negotiate compensation.   | As required                                   |
| <b>If no agreement on compensation:</b>        |   |   |
| Authority or KDFN                              | At the discretion of any party, apply to Surface Rights Board to resolve dispute over compensation. | Within a reasonable period of time            |
| Authority and KDFN                             | Prepare for and participate in Surface Rights Board process.  | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Variation of land allocation

**RESPONSIBLE PARTY:** Government, affected YFN(s)

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

9.3.4 The land allocation determined under 9.3.3 for Yukon First Nations which do not have a Yukon First Nation Final Agreement may be varied by agreement in writing of all affected Yukon First Nations and Government.

**CROSS REFERENCED CLAUSES:** 2.3.1, 9.3.3; Chapter 9 Schedule A

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| <b>Responsibility</b>            | <b>Activities</b>   | <b>Timing</b>   |
|----------------------------------|---|---|
| YFN(s) or Government             | Propose to vary land allocation determined in Chapter 9 Schedule A.               | During negotiations of outstanding YFNFA                          |
| Party seeking to vary allocation | Notify Government and all affected YFN(s) of proposal and seek written agreement. | Prior to varying allocation                                       |
| Affected YFN(s) and Government   | Review and provide written response to proposal.                                  | As soon as practicable  |
| Affected YFN(s) and Government   | Vary allocation.  | If written agreement of affected YFN(s) and Government is secured |

**Planning Assumptions**

1. If the first activity arises, it will be in the context of completing outstanding YFNFA negotiations; once all YFNFAAs have been completed, this clause will have no further effect.
2. If the land allocation pursuant to Chapter 9 Schedule A is varied, an amendment to the UFA will be required.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Land exchange

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

9.6.1 A Yukon First Nation and Government may agree to exchange Crown Land for Settlement Land and may agree that Crown Land exchanged for Settlement Land will be Settlement Land provided that any such agreement shall not affect the cession, release and surrender of any aboriginal claim, right, title or interest in respect of that Crown Land.

**CROSS REFERENCED CLAUSES:** 2.3.5 (all), 9.6.1.1, 9.6.1.2, Chapter 9 Schedule B, Chapter 9 Schedule C

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>                         |
|------------------------|--|---------------------------------------|
| Canada, Yukon, or KDFN | At discretion of any party, propose a land exchange.   | After Effective Date                  |
| Canada, Yukon and KDFN | Review proposal and negotiate exchange.  | If the Parties agree                  |
| Canada, Yukon and KDFN | Effect the exchange, amending Settlement Land description pursuant to 2.3.5, and amending other records as required. | Once an agreement has been negotiated |

**Planning Assumptions**

1. The activities may occur in relation to any category of Settlement Land.
2. The responsibility for any costs related to the survey and/or title registration will be addressed during the negotiation of the exchange.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Disposal of fee simple interest in a Designated Lot within C-42B

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** Holder (as defined in 9.7.1 of the Final Agreement)

**OBLIGATIONS ADDRESSED:**

9.7.2 If Government disposes of the fee simple interest in a Designated Lot, it shall include in any agreement for sale or grant of title, a right of first refusal in favour of the Kwanlin Dun First Nation to purchase the Designated Lot from the Holder upon the following terms:

9.7.2.1 the Holder shall not dispose of the fee simple interest in a Designated Lot to any Person other than the Holder's spouse or children by will or otherwise unless the Holder has first offered the Designated Lot to the Kwanlin Dun First Nation in the following manner:

- (a) the Holder shall provide written notice to the Kwanlin Dun First Nation setting out the price and the other terms and conditions upon which the Designated Lot may be purchased;
- (b) if the Kwanlin Dun First Nation does not accept, in writing, the offer referred to in (a) within 60 days of its receipt, it shall be deemed to have declined the offer and the Holder may offer the opportunity to purchase the Designated Lot to other Persons upon the same terms and conditions as offered to the Kwanlin Dun First Nation;
- (c) if no other Person accepts the offer referred to in (b), the Holder may reoffer the Designated Lot on new terms and conditions but in accordance with the procedure set out in (a) and (b);

**CROSS REFERENCED CLAUSES:** 9.6.1, 9.7.1, 9.7.2.2 (all), Appendix A - Settlement Land Descriptions C-42B

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b> |
|-----------------------|---|---------------|
| Yukon                 | When disposing of a fee simple interest in a Designated Lot, include in any agreement for sale or grant of title a right of first refusal in favour of KDFN to purchase the Designated Lot upon the terms set out in 9.7.2.1 (all). | As required   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>           |
|-----------------------|---|-------------------------|
| Yukon                 | Notify KDFN of intent to grant title to a Designated Lot pursuant to 9.7.2. | Prior to granting title |
| KDFN                  | At discretion, file a caveat against the title at the LTO.                  | As required             |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Converting a Designated Lot to Settlement Land

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:** Canada

**OBLIGATIONS ADDRESSED:**

9.7.3 If the Kwanlin Dun First Nation acquires fee simple title to a Designated Lot, it may convert the Designated Lot from fee simple title to Fee Simple Settlement Land in exchange for land of equal area ceasing to be Settlement Land, in the following manner:

9.7.3.1 the Kwanlin Dun First Nation shall identify an area of Category B or Fee Simple Settlement Land that is equal in size to the Designated Lot, and shall take all steps necessary to register its fee simple title to that land in the Land Titles Office, including surveying and subdividing if required;

9.7.3.2 the Kwanlin Dun First Nation shall take all steps necessary to register its fee simple title to the Designated Lot in the Land Titles Office;

9.7.3.3 upon completion of the matters described in 9.7.3.1 and 9.7.3.2, the Kwanlin Dun First Nation may by resolution of the Kwanlin Dun First Nation Council declare the Designated Lot to be Fee Simple Settlement Land and thereafter the Designated Lot shall be Fee Simple Settlement Land and the land described in 9.7.3.1 shall cease to be Settlement Land;

9.7.5 The Kwanlin Dun First Nation shall provide written notice to Government promptly following a declaration pursuant to 9.7.3.3 attaching copies of the Certificates of Title for both the Designated Lot and the land described in 9.7.3.1.

**CROSS REFERENCED CLAUSES:** 5.4.2, 9.6.1, 9.7.1, 9.7.3.4, 9.7.3.5, 9.7.3.6 (all), 9.7.4, 9.7.6, 21.2.1, Appendix A - Settlement Land Descriptions C-42B

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>   |
|---|---|---|
| <u>Where KDFN acquires fee simple title to a Designated Lot and wishes to convert the Designated Lot to Fee Simple Settlement Land:</u> |   |   |
| KDFN  | Identify an area of Category B or Fee Simple Settlement Land of equal size to the Designated Lot and take necessary steps to raise Fee Simple Title to that parcel of land. | As soon as practicable after acquiring a Designated Lot |
| KDFN  | Register title in the Designated Lot and the land described in 9.7.3.1.   | As required   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| KDFN                  | By resolution of the KDFN Council, declare the Designated Lot to be Fee Simple Settlement Land subject to the provisions set out in 9.7.3.6 (all) and 9.7.4; and by that resolution the land described in 9.7.3.1 shall cease to be Settlement Land. | As required  |
| KDFN                  | Provide written notice to Canada and Yukon following a declaration pursuant to 9.7.3.3, attaching copies of the Certificate of Titles for both the Designated Lot and the land described in 9.7.3.1.   | As soon as practicable after the KDFN Council resolution is declared |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Converting Crown Land between Parcel C-42B and the bank of the Yukon River to Settlement Land

**RESPONSIBLE PARTY:** KDFN, Yukon, Canada

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

9.7.6 If the Kwanlin Dun First Nation acquires the fee simple interest in each of the Designated Lots pursuant to 9.7.2, or otherwise, Government shall, at the request of the Kwanlin Dun First Nation, enter into negotiations with the Kwanlin Dun First Nation pursuant to 9.6.1 of this Agreement with a view to exchanging other Settlement Land for the Crown Land between the Designated Lots and the bank of the Yukon River shown cross-hatched as Sketches 1 and 2 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement.

**CROSS REFERENCED CLAUSES:** 9.6.1, Appendix A - Settlement Land Descriptions C-42B; Appendix B - Maps - Map Sheet 105 D/11 NE

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN                  | At discretion, request Canada and Yukon enter negotiations pursuant to 9.6.1.   | As necessary after KDFN acquires fee simple interest in each of the Designated Lots |
| KDFN, Yukon, Canada   | Negotiate with a view to exchange other Settlement Land for the Crown Land between the Designated Lots and the bank of the Yukon River. | As soon as practicable after receipt of KDFN request                                |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Replacement of Designated Roadways Removed From Parcel C-41B

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

- 9.8.2 If the Kwanlin Dun First Nation transfers title to Designated Roads to the City of Whitehorse in accordance with 7.5.2 of the Municipal Services and Infrastructure Agreement, it may on one occasion any time thereafter give written notice to the Yukon to transfer Replacement Land to the Kwanlin Dun First Nation.
- 9.8.3 The Kwanlin Dun First Nation shall be responsible for selecting and surveying the Replacement Land within the area shown cross-hatched as Sketch 1 on Map Sheet 105 D/11 - McIntyre Area, City of Whitehorse, in Appendix B - Maps, which forms a separate volume to this Agreement.
- 9.8.4 Upon receiving notice pursuant to 9.8.2 and completion of the survey by the Kwanlin Dun First Nation pursuant to 9.8.3, the Yukon shall transfer the Replacement Land to the Kwanlin Dun First Nation as Category B Settlement Land free and clear of encumbrances except as provided in 9.8.7.

**CROSS REFERENCED CLAUSES:** 9.8.5, 9.8.6, 9.8.7 (all), 9.8.8 (all), Appendix A - Settlement Land Descriptions C-41B

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| Responsibility  | Activities  | Timing  |
|---|---|---|
| <u>If KDFN transfers title to the Designated Roads to the City of Whitehorse in accordance with 7.5.2 of the Municipal Services and Infrastructure Agreement:</u> |   |   |
| KDFN  | At discretion, provide written notice to the Yukon to transfer Replacement Land to KDFN.  | On one occasion after transfer of title to the Designated Roads |
| KDFN  | Select and survey the Replacement Land within the area referred to in 9.8.3.  | After providing written notice to the Yukon                     |
| Yukon   | Transfer the Replacement Land to KDFN as Category B Settlement Land free and clear of encumbrances except as provided in 9.8.7. | Upon receiving notice and completion of the survey by KDFN      |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**Planning Assumptions**

1. The provisions of 9.8.0 shall terminate, and the obligation of the Yukon to transfer Replacement Land shall cease in accordance with 9.8.8.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Land Exchange - Reservation 105D10-0000-00017 and Access Road

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 9 Schedule B

- 1.0 If the Northern Pipeline Agency, its successors or assigns (the "NPA"), notifies Government (the "NPA Notice") that it no longer requires the land described in Reservation No. 105D10-0000-00017, Government shall, within 90 days, give written notice thereof to the Kwanlin Dun First Nation and offer the opportunity (the "Offer"), to exchange Settlement Land (the "Identified Land") for:
  - 1.1 the land described in Reservation No. 105D10-0000-00017;
  - 1.2 the land subject to the 30 metre right-of-way for the existing access road shown approximately by a line designated as Access Road on Map Sheet 105 D/10 in Appendix B - Maps, which forms a separate volume to this Agreement; and,
  - 1.3 fee simple title in the Mines and Minerals, and the Right to Work the Mines and Minerals, in, on or under the land described in 1.1 and 1.2,  
(collectively, the "R-1A Compressor Station Lands").
- 2.0 Within 90 days of receiving the Offer, the Kwanlin Dun First Nation shall give written notice to Government indicating whether the Kwanlin Dun First Nation accepts or declines the Offer.
- 3.0 If the Kwanlin Dun First Nation accepts the Offer, the Identified Land shall be an area of Parcel R-70A equal in size to the area of the R-1A Compressor Station Lands and shall be exchanged for the R-1A Compressor Station Lands as follows:
  - 3.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-70A, by adjusting the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A;
  - 3.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-70A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by re-locating the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A; or

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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- 3.3 if the NPA Notice is received by Government after the survey of Parcel R-70A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by surveying out of Parcel R-70A a parcel of land adjacent to the boundary that was subject to adjustment for Category A Settlement Land under 15.6.2.1 of this Agreement, registering fee simple title to that parcel in the Land Titles Office, and transferring that title including the Mines and Minerals to the Yukon free and clear of encumbrances other than those existing as of the Effective Date of this Agreement.
- 4.0 The Kwanlin Dun First Nation shall be responsible for:
  - 4.1 any increase in the cost of surveying Parcel R-70A due to re-locating the boundary as provided in 3.2; and
  - 4.2 all costs incurred in the survey, registration of title and transfer of title referred to in 3.3.
- 5.0 If the Kwanlin Dun First Nation accepts the Offer, the R-1A Compressor Station Lands shall be exchanged for the Identified Land as follows:
  - 5.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-1A, by:
    - 5.1.1 amending the description of Parcel R-1A in Appendix A - Settlement Land Descriptions, attached to this Agreement; and
    - 5.1.2 amending Appendix B - Maps, which forms a separate volume to this Agreement,  
to include the R-1A Compressor Station Lands in Parcel R-1A;
  - 5.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-1A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by:
    - 5.2.1 amending the description of Parcel R-1A in Appendix A - Settlement Land Descriptions, attached to this Agreement;
    - 5.2.2 amending Appendix B - Maps, which forms a separate volume to this Agreement; and
    - 5.2.3 revising the survey of Parcel R-1A,  
to include the R-1A Compressor Station Lands in Parcel R-1A; or
  - 5.3 if the NPA Notice is received by Government after the survey of Parcel R-1A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by transferring the R-1A Compressor Station Lands to the Kwanlin

## **KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

Dun First Nation as Category A Settlement Land free and clear of encumbrances other than the interests applicable to Parcel R-1A by virtue of this Agreement.

6.0 The Yukon shall be responsible for:

- 6.1 any increase in the cost of surveying Parcel R-1A due to revising the survey of Parcel R-1A as provided in 5.2.3; and
- 6.2 all costs incurred in the transfer referred to in 5.3 including survey costs, if any.

**CROSS REFERENCED CLAUSES:** Chapter 9 Schedule B 7.0, 8.0; Appendix A - Settlement Land Descriptions R-1A

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| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>                                     |
|--|---|---|
| Government   | Provide written notice to KDFN of the NPA Notice and offer the opportunity to exchange Settlement Land for the R-1A Compressor Station Lands ("the Offer"). | Within 90 days of receipt of the NPA Notice       |
| KDFN   | Provide written notice to Government of whether it accepts or declines the Offer.   | Within 90 days of receiving the Offer             |
| <u>IF KDFN accepts the Offer AND the NPA Notice was received by Government prior to commencement of the survey of Parcel R-70A AND prior to the commencement of the survey of Parcel R-1A :</u>                          |   |   |
| Canada   | Adjust the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A.  | As soon as practicable                            |
| Parties  | Amend the description of Parcel R-1A in Appendix A and Appendix B - Maps to include the R-1A Compressor Station Lands in Parcel R-1A.                       | As soon as practicable after boundary is adjusted |
| <u>IF KDFN accepts the Offer AND the NPA Notice was received by Government prior to commencement of the survey of Parcel R-70A AND after the commencement and prior to the completion of the survey of Parcel R-1A :</u> |   |   |
| Canada   | Adjust the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A.  | As soon as practicable                            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| Parties  | Amend the description of Parcel R-1A in Appendix A and Appendix B - Maps, and revise the survey of Parcel R-1A, to include the R-1A Compressor Station Lands in Parcel R-1A. | As soon as practicable after boundary is adjusted  |
| <u><b>IF KDFN accepts the Offer AND the NPA Notice was received by Government prior to commencement of the survey of Parcel R-70A AND after the completion of the survey of Parcel R-1A :</b></u>                              |  |  |
| Canada   | Adjust the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A.   | As soon as practicable   |
| Yukon  | Transfer the R-1A Compressor Station Lands to KDFN pursuant to 5.3.  | As soon as practicable   |
| KDFN   | Pass a resolution declaring the R-1A Compressor Station Lands to be Category A Settlement Land.  | As soon as practicable after exchange of both the R-1A and Compressor Station Lands is completed |
| KDFN   | Provide written notice to Government of the KDFN Council resolution.   | As soon as practicable after passing resolution  |
| <u><b>IF KDFN accepts the Offer AND the NPA Notice was received by Government after the commencement but prior to the completion of the survey of Parcel R-70A AND after the completion of the survey of Parcel R-1A :</b></u> |  |  |
| Canada   | Relocate the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A.   | As soon as practicable   |
| Yukon  | Transfer the R-1A Compressor Station Lands to KDFN pursuant to 5.3.  | As soon as practicable   |
| KDFN   | Pass a resolution declaring the R-1A Compressor Station Lands to be Category A Settlement Land.  | As soon as practicable after exchange of both the R-1A and Compressor Station Lands is completed |

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| KDFN  | Provide written notice to Government of the KDFN Council resolution.   | As soon as practicable after passing resolution  |
| <br><u>IF KDFN accepts the Offer AND the NPA Notice was received by Government after the completion of the survey of Parcel R-70A AND after the completion of the survey of Parcel R-1A :</u> |  |  |
| KDFN  | Survey a parcel of land adjacent to the boundary that was subject to adjustment for Category A Settlement Land out of Parcel R-70A, register fee simple title to that parcel in the LTO and transfer that title including the Mines and Minerals to Yukon pursuant to 3.3. | As soon as practicable   |
| Yukon   | Transfer the R-1A Compressor Station Lands to KDFN pursuant to 5.3.  | As soon as practicable   |
| KDFN  | Pass a resolution declaring the R-1A Compressor Station Lands to be Category A Settlement Land.  | As soon as practicable after exchange of both the R-1A and Compressor Station Lands is completed |
| KDFN  | Provide written notice to Government of the KDFN Council resolution.   | As soon as practicable after passing resolution  |

**Planning Assumption**

1. The activities above are premised on the assumption that the survey of R-70A will not commence until all other parcels have been surveyed.

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**PROJECT:** Land Exchange - Reservation 105D8-0000-00097

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 9 Schedule C

- 1.0 If the Northern Pipeline Agency, its successors or assigns (the "NPA"), notifies Government (the "NPA Notice") that it no longer requires the land described in Reservation No. 105D08-0000-00097, Government shall, within 90 days, give written notice thereof to the Kwanlin Dun First Nation and offer the opportunity (the "Offer") to exchange Settlement Land (the "Identified Land") for:
  - 1.1 the land described in Reservation No. 105D08-0000-00097; and
  - 1.2 fee simple title in the Mines and Minerals, and the Right to Work the Mines and Minerals, in, on or under the land described in 1.1,(collectively, the "R-27A Compressor Station Lands").
- 2.0 Within 90 days of receiving the Offer, the Kwanlin Dun First Nation shall give written notice to Government indicating whether the Kwanlin Dun First Nation accepts or declines the Offer.
- 3.0 If the Kwanlin Dun First Nation accepts the Offer, the Identified Land shall be an area of Parcel R-70A equal in size to the area of the R-27A Compressor Station Lands and shall be exchanged for the R-27A Compressor Station Lands as follows:
  - 3.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-70A, by adjusting the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A;
  - 3.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-70A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by re-locating the boundary that may be adjusted for Category A Settlement Land under 15.6.2.1 of this Agreement to exclude the Identified Land from Parcel R-70A; or
  - 3.3 if the NPA Notice is received by Government after the survey of Parcel R-70A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by surveying out of Parcel R-70A a parcel of land adjacent to the boundary that was subject to adjustment for Category A Settlement Land under 15.6.2.1 of this Agreement, registering fee simple title to that parcel in the Land Titles Office, and transferring that title including the Mines and Minerals to the

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Yukon free and clear of encumbrances other than those existing as of the Effective Date of this Agreement.

- 4.0 The Kwanlin Dun First Nation shall be responsible for:
  - 4.1 any increase in the cost of surveying Parcel R-70A due to re-locating the boundary as provided in 3.2; and
  - 4.2 all costs incurred in the survey, registration of title and transfer of title referred to in 3.3.
- 5.0 If the Kwanlin Dun First Nation accepts the Offer, the R-27A Compressor Station Lands shall be exchanged for the Identified Land as follows:
  - 5.1 if the NPA Notice is received by Government prior to commencement of the survey of Parcel R-27A, by:
    - 5.1.1 amending the description of Parcel R-27A in Appendix A - Settlement Land Descriptions, attached to this Agreement; and
    - 5.1.2 amending Appendix B - Maps, which forms a separate volume to this Agreement,  
to include the R-27A Compressor Station Lands in Parcel R-27A;
  - 5.2 if the NPA Notice is received by Government after commencement of the survey of Parcel R-27A, but before that survey is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by:
    - 5.2.1 amending the description of Parcel R-27A in Appendix A - Settlement Land Descriptions, attached to this Agreement;
    - 5.2.2 amending Appendix B - Maps, which forms a separate volume to this Agreement; and
    - 5.2.3 revising the survey of Parcel R-27A,  
to include the R-27A Compressor Station Lands in Parcel R-27A; or
  - 5.3 if the NPA Notice is received by Government after the survey of Parcel R-27A is confirmed by the Surveyor General in accordance with 15.6.2.1 of this Agreement, by transferring the R-27A Compressor Station Lands to the Kwanlin Dun First Nation as Category A Settlement Land free and clear of encumbrances other than the interests applicable to Parcel R-27A by virtue of this Agreement.
- 6.0 The Yukon shall be responsible for:
  - 6.1 any increase in the cost of surveying Parcel R-27A due to revising the survey of Parcel R-27A as provided in 5.2.3; and

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

6.2 all costs incurred in the transfer referred to in 5.3 including survey costs, if any.

**CROSS REFERENCED CLAUSES:** Chapter 9 Schedule C 7.0, 8.0; Appendix A - Settlement Land Descriptions R-27A

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>                                     |
|---|--|---|
| Government  | Provide written notice to KDFN of the NPA Notice and offer the opportunity to exchange Settlement Land for the R-27A Compressor Station Lands ("the Offer").                     | Within 90 days of receipt of the NPA Notice       |
| KDFN  | Provide written notice to Government of whether it accepts or declines the Offer.  | Within 90 days of receiving the Offer             |
| <u>IF KDFN accepts the Offer AND the NPA Notice was received by Government prior to commencement of the survey of Parcel R-70A AND prior to the commencement of the survey of Parcel R-27A :</u>                          |  |   |
| Canada  | Adjust the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A.   | As soon as practicable                            |
| Parties   | Amend the description of Parcel R-27A in Appendix A and Appendix B - Maps to include the R-27A Compressor Station Lands in Parcel R-27A.   | As soon as practicable after boundary is adjusted |
| <u>IF KDFN accepts the Offer AND the NPA Notice was received by Government prior to commencement of the survey of Parcel R-70A AND after the commencement and prior to the completion of the survey of Parcel R-27A :</u> |  |   |
| Canada  | Adjust the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A.   | As soon as practicable                            |
| Parties   | Amend the description of Parcel R-27A in Appendix A and Appendix B - Maps, and revise the survey of Parcel R-27A, to include the R-27A Compressor Station Lands in Parcel R-27A. | As soon as practicable after boundary is adjusted |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>   |
|--|--|---|
| <u><b>IF KDFN accepts the Offer AND the NPA Notice was received by Government <b>prior</b> to commencement of the survey of Parcel R-70A AND after the completion of the survey of Parcel R-27A :</b></u>                              |  |   |
| Canada   | Adjust the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A.   | As soon as practicable  |
| Yukon  | Transfer the R-27A Compressor Station Lands to KDFN pursuant to 5.3.                                   | As soon as practicable  |
| KDFN   | Pass a resolution declaring the R-27A Compressor Station Lands to be Category A Settlement Land.       | As soon as practicable after exchange of both the R-27A and Compressor Station Lands is completed |
| KDFN   | Provide written notice to Government of the KDFN Council resolution.                                   | As soon as practicable after passing resolution   |
| <u><b>IF KDFN accepts the Offer AND the NPA Notice was received by Government <b>after the commencement but prior to the completion of</b> the survey of Parcel R-70A AND after the completion of the survey of Parcel R-27A :</b></u> |  |   |
| Canada   | Relocate the boundary for Category A Settlement Land to exclude the Identified Land from Parcel R-70A. | As soon as practicable  |
| Yukon  | Transfer the R-27A Compressor Station Lands to KDFN pursuant to 5.3.                                   | As soon as practicable  |
| KDFN   | Pass a resolution declaring the R-27A Compressor Station Lands to be Category A Settlement Land.       | As soon as practicable after exchange of both the R-27A and Compressor Station Lands is completed |
| KDFN   | Provide written notice to Government of the KDFN Council resolution.                                   | As soon as practicable after passing resolution   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| <u><b>IF KDFN accepts the Offer AND the NPA Notice was received by Government after the completion of the survey of Parcel R-70A AND after the completion of the survey of Parcel R-27A :</b></u> |  |   |
| KDFN  | Survey a parcel of land adjacent to the boundary that was subject to adjustment for Category A Settlement Land out of Parcel R-70A, register fee simple title to that parcel in the LTO and transfer that title including the Mines and Minerals to Yukon pursuant to 3.3. | As soon as practicable  |
| Yukon   | Transfer the R-27A Compressor Station Lands to KDFN pursuant to 5.3.   | As soon as practicable  |
| KDFN  | Pass a resolution declaring the R-27A Compressor Station Lands to be Category A Settlement Land.   | As soon as practicable after exchange of both the R-27A and Compressor Station Lands is completed |
| KDFN  | Provide written notice to Government of the KDFN Council resolution.   | As soon as practicable after passing resolution   |

**Planning Assumption**

1. The activities above are premised on the assumption that the survey of R-70A will not commence until all other parcels have been surveyed.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Proposed establishment of a Special Management Area **that does not include Settlement Land**

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** IRRC, YHRB

**OBLIGATIONS ADDRESSED:**

- 10.3.3 Except as provided in a Yukon First Nation Final Agreement, where Government proposes to establish a Special Management Area, Government shall refer the proposal to the affected Renewable Resources Council for its review and recommendations.
- 10.3.4 Government may refer proposals to establish historic territorial parks, national historic sites administered by the Canadian Parks Service or to designate Heritage Sites as Designated Heritage Sites to the Heritage Resources Board established pursuant to 13.5.0 instead of the affected Renewable Resources Council for its review and recommendations.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 10.3.5, 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government            | Forward proposal for a Special Management Area to the IRRC or YHRB. Notify affected YFNs.                          | When proposing the establishment of a Special Management Area that does not include Settlement Land |
| IRRC or YHRB          | Review proposal for Special Management Area. Prepare and provide recommendations to Government regarding proposal. | As required within reasonable time period   |
| Government            | Review recommendations of IRRC or YHRB.  |   |
| Government            | At discretion, establish Special Management Area (after consideration of 10.4.1).                                  |   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Proposed establishment of a Special Management Area **that includes Settlement Land**

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** IRRC, YHRB

**OBLIGATIONS ADDRESSED:**

10.3.5 A Special Management Area may not include Settlement Land without the consent of the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 4.1.1; 10.3.3, 10.3.4, 10.4.1 (all), 10.5.1, 10.5.7, 10.5.8, 10.5.9, 10.6.0 (all), 10.7.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government            | Forward proposal for a Special Management Area to the KDFN.                  | When proposing the establishment of a Special Management Area that includes Settlement Land |
| KDFN                  | Grant or deny consent to include Settlement Land in Special Management Area. | Within a reasonable time following receipt of proposal                                      |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of agreement regarding proposed Special Management Area which will adversely affect rights of KDFN under a Settlement Agreement

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

10.4.1 Where a Special Management Area is proposed to be established which will adversely affect rights of a Yukon First Nation under a Settlement Agreement, Government and the affected Yukon First Nation shall, at the request of either party, negotiate an agreement to:

- 10.4.1.1 establish any rights, interests and benefits of the affected Yukon First Nation in the establishment, use, planning, management and administration of the Special Management Area; and
- 10.4.1.2 mitigate adverse effects of the establishment of the Special Management Area on the affected Yukon First Nation.

10.4.2 Agreements negotiated pursuant to 10.4.1:

- 10.4.2.1 shall address the rights Yukon Indian People have for Harvesting Fish and Wildlife within the Special Management Area;
- 10.4.2.2 may address the economic and employment opportunities and benefits for the affected Yukon First Nation;
- 10.4.2.3 may address whether, and on what terms, including provisions on management, Settlement Land may be included in the Special Management Area; and
- 10.4.2.4 may include such other provisions as Government and the affected Yukon First Nation may agree.

10.4.3 Where Government and the affected Yukon First Nation do not agree on the terms of an agreement pursuant to 10.4.1, the parties may refer the outstanding issues to the dispute resolution process under 26.4.0.

10.4.4 Where mediation under 10.4.3 does not result in agreement, the Government may establish the Special Management Area.

**CROSS REFERENCED CLAUSES:** 10.3.3, 10.3.4, 10.4.5, 10.4.8, 10.4.9, 26.4.0

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government            | Forward proposal for Special Management Area to KDFN.  | When Government proposes to establish a Special Management Area in KDFN Traditional Territory |
| KDFN                  | Review Special Management Area proposal for impact on KDFN rights under the KDFNFA. Provide comments to Government regarding proposal for Special Management Area. | Within reasonable period of time  |
| KDFN, Government      | Negotiate an agreement pursuant to 10.4.1.   | At the request of any party   |
| KDFN, Government      | At discretion, refer outstanding issues to mediation under 26.4.0.   | As necessary  |
| Government            | At discretion, establish Special Management Area.  | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Access by Yukon Indian Person to Special Management Area established pursuant to 10.4.4

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

10.4.5 Notwithstanding 6.2.3.2, access by a Yukon Indian Person to a Special Management Area established pursuant to 10.4.4 for Harvesting Fish or Wildlife pursuant to a Settlement Agreement may be limited or prohibited only for reasons of Conservation, public health or public safety.

**CROSS REFERENCED CLAUSES:** 6.2.3, 6.2.3.2, 10.4.4, 16.3.3 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                      |
|-----------------------|--|------------------------------------|
| Government            | Notify KDFN that access by a Yukon Indian Person to a Special Management Area within KDFN Traditional Territory is proposed to be limited or prohibited for reasons of Conservation, public health or safety. Provide details. | As required                        |
| KDFN                  | Prepare and present views to Government regarding proposed limitation or prohibition of access.  | Within a reasonable period of time |
| Government            | Provide full and fair consideration of KDFN views and provide response to KDFN.  | As necessary                       |
| KDFN, Government      | If limitation or prohibition is imposed, notify KDFN citizens.   | As necessary                       |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiate an agreement for Special Management Area where Government has established Special Management Area pursuant to 10.4.4

**RESPONSIBLE PARTY:** KDFN, Government

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

10.4.6 Government and the affected Yukon First Nation may, at any time after the establishment of a Special Management Area pursuant to 10.4.4, negotiate an agreement pursuant to 10.4.1 in respect of that Special Management Area, in which case 10.4.5 shall no longer apply to that Special Management Area.

**CROSS REFERENCED CLAUSES:** 10.4.1 (all), 10.4.4, 10.4.5

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| <b>Responsibility</b> | <b>Activities</b>                                       | <b>Timing</b>   |
|-----------------------|---|---|
| Government,<br>KDFN   | At discretion, propose negotiations pursuant to 10.4.1. | After the establishment of a Special Management Area pursuant to 10.4.4 |
| Government,<br>KDFN   | If parties agree to negotiate, enter negotiations.      | At discretion   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendment to Special Management Area agreement negotiated pursuant to 10.4.1

**RESPONSIBLE PARTY:** KDFN, Government

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

10.4.8 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be amended according to the terms set out in that agreement.

**CROSS REFERENCED CLAUSES:** 10.4.1 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN or Government    | Propose an amendment to Special Management Area agreement negotiated pursuant to 10.4.1 according to terms established by that agreement. | At discretion of any party to the Special Management Area agreement |
| Responding party      | Review and respond to proposed amendment.   | Within reasonable period of time                                    |
| KDFN, Government      | If parties agree, amend Special Management Area agreement.  | As required   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Appending Special Management Area agreement negotiated pursuant to 10.4.1 to KDFNFA

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

10.4.9 Any agreement concluded between Government and the affected Yukon First Nation pursuant to 10.4.1 may be appended to and form part of that Yukon First Nation's Final Agreement if Government and the Yukon First Nation agree.

**CROSS REFERENCED CLAUSES:** 2.3.4, 2.3.5 (all), 2.3.6, 10.4.1 (all), 10.4.6

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>              |
|-------------------------|---|----------------------------|
| KDFN or Canada or Yukon | Propose that Special Management Area agreement negotiated under 10.4.1 be appended to and form part of the KDFNFA.              | At discretion of any party |
| KDFN, Canada, Yukon     | Consider proposal to append Special Management Area agreement to KDFNFA.  |                            |
| KDFN, Canada, Yukon     | If Parties agree, append Special Management Area agreement to KDFNFA pursuant to amending process under 2.3.4, 2.3.5 and 2.3.6. | As agreed                  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation of management plan for Special Management Areas established after Effective Date

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** IRRC, YHRB

**OBLIGATIONS ADDRESSED:**

- 10.5.2 Government shall prepare, or have prepared, a management plan for each Special Management Area established pursuant to a Yukon First Nation Final Agreement after the Effective Date of that Yukon First Nation Final Agreement.
- 10.5.3 Government shall make best efforts to complete the management plan within five years of the establishment of the Special Management Area.
- 10.5.4 Government shall review each management plan at least once every 10 years.
- 10.5.5 The management plan and any proposed amendments thereto shall be referred before approval to the relevant Renewable Resources Council or to the Yukon Heritage Resources Board, as the case may be, for its review and recommendations.
- 10.5.6 The provisions of 16.8.0 shall apply in respect of the implementation of any recommendations made pursuant to 10.5.5.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 10.4.1 (all), 10.5.1, 10.6.1 (all), 10.7.1, 16.5.4, 16.8.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Government            | Prepare and forward draft management plan for Special Management Area to IRRC or YHRB.   | After establishing a Special Management Area                                       |
| IRRC or YHRB          | Review draft management plan. Prepare and forward recommendations to Government.   | Within a reasonable period of time   |
| Government            | Consider recommendations of IRRC or YHRB and incorporate into draft management plan as determined by Government. Follow procedure under 16.8.0, if recommendation comes from IRRC. | As necessary   |
| Government            | Complete and adopt management plan for Special Management Area.  | Making best efforts, within five years of establishment of Special Management Area |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>                   | <b>Timing</b>   |
|-----------------------|-------------------------------------|---|
| Government            | Initiate review of management plan. | In sufficient time for the review to be completed within 10 years following adoption of management plan |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Designation of Kusawa Park (the “Park”)

**RESPONSIBLE PARTY:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon

**PARTICIPANT / LIAISON:** Canada

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 3.2 Except as provided in 3.4, as soon as practicable after the Effective Date and following the transfer referred to in 3.1, the Yukon shall designate the Area as a natural environment park pursuant to the Parks and Land Certainty Act, R.S.Y. 2002, c. 165, to be known as Kusawa Park.
- 3.5 The designation as a natural environment park shall not be removed from any part of the Park without the agreement of the Yukon and each of the Three First Nations.
- 3.6 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, Government shall:
  - 3.6.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13;
  - 3.6.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.
- 3.7 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, the Yukon shall withdraw the Area from disposition under the Oil and Gas Act, R.S.Y 2002, c. 162.
- 3.8 Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0, and thereafter for such period of time as may be specified in the Approved Management Plan, no one may explore for coal in, on or under the Area.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 3.1, 3.3, 3.4 (all), 3.9 (all), 3.10, 14.1, 14.2, 14.3 (all); Appendix B - Maps ‘Kusawa Park’

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| Yukon   | Designate the Area to be known as Kusawa Park as a natural environment park pursuant to the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c.165.  | As soon as practicable after Effective Date              |
| Yukon   | Notify KDFN, CTFN, CAFN and Canada of designation of the Park.   | As soon as practicable after the designation of the Park |
| <u>Subject to 3.9 and 3.10, until a management plan is approved pursuant to 6.0 and thereafter for such period of time as may be specified in the Approved Management Plan:</u> |  |  |
| Government  | Prohibit entry to the Area for the purposes of locating, prospecting or mining under the appropriate legislation; withdraw the mines and minerals in, on or under the Area from disposal under the appropriate legislation; withdraw the Area from disposition under the <u>Oil and Gas Act</u> , RSY 2002, c. 162; and ensure that no one explores for coal in, on or under the Area. | As required  |
| Yukon   | Notify KDFN, CTFN and CAFN of prohibitions and withdrawals.  | As soon as practicable after the Effective Date          |
| KDFN, CTFN, CAFN, or Yukon  | If making a proposal to remove the designation as a natural environment park from any part of the Park, pursuant to the <u>Parks and Land Certainty Act</u> , S.Y. 2002, c. 165, forward proposal to KDFN, CTFN, CAFN, Yukon and Canada.   | As necessary   |
| CTFN, KDFN, CAFN, and Yukon   | Consider the proposal.   | Within a reasonable period of time                       |
| Yukon   | If KDFN, CTFN, CAFN and Yukon are in agreement, remove the designation from that part of the Park.   | As necessary   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of the Steering Committee for Kusawa Park  
(the “Park”)

**RESPONSIBLE PARTY:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 4.1 A steering committee (the "Steering Committee") shall be established no later than 24 months after the Effective Date to prepare and recommend a management plan for the Park..
- 4.2 The Steering Committee shall be comprised of either four or six members of whom half shall be designated by the Yukon and half shall be designated by the Three First Nations as follows:
  - 4.2.1 the Yukon shall request each of the Three First Nations to designate one member;
  - 4.2.2 if each of the Three First Nations designates a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of six members and the Yukon shall designate three members;
  - 4.2.3 if only two of the Three First Nations designate members within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members and the Yukon shall designate two members;
  - 4.2.4 if only one of the Three First Nations designates a member within 90 days of receiving the request to do so, the Yukon shall request that First Nation to designate a second member and, upon it doing so, the Yukon shall designate two members so that the Steering Committee will be comprised of four members.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 2.1 (all), 4.3, 4.4

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>   |
|--|---|---|
| Yukon  | Request KDFN, CTFN and CAFN each to designate one member to the Steering Committee. | In sufficient time to allow KDFN, CTFN and CAFN to have 90 days to consider and respond, and no later than 18 months after the Effective Date |
| KDFN, CTFN and CAFN  | At discretion, each designate a member to the Steering Committee.                   | Within 90 days of receiving the request from Yukon  |
| <u>If KDFN, CTFN and CAFN each designate a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of six members:</u>          |   |   |
| Yukon  | Designate three members to the Steering Committee.                                  | As required   |
| <u>If only two of KDFN, CTFN and CAFN designate a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members:</u>  |   |   |
| Yukon  | Designate two members to the Steering Committee.                                    | As required   |
| <u>If only one of KDFN, CTFN and CAFN designates a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members:</u> |   |   |
| Yukon  | Request that First Nation to designate a second member to the Steering Committee.   | As soon as practicable  |
| KDFN, CTFN or CAFN   | Designate a second member to the Steering Committee.                                | As required   |
| Yukon  | Designate two members to the Steering Committee.                                    | As required   |

**Planning Assumption**

1. Yukon and KDFN, CTFN or CAFN, if designating a member or members to the Steering Committee, shall complete all designations within 24 months following Effective Date.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Recommendation and approval of the management plan for Kusawa Park (the “Park”)

**RESPONSIBLE PARTY:** Steering Committee

**PARTICIPANT / LIAISON:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nations (“CAFN”), IRRC, Alsek Renewable Resources Council (“ARRC”), Carcross/Tagish Renewable Resources Council (“CTRRC”) and Yukon

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 5.1 The Steering Committee shall endeavour to recommend a management plan to the Yukon and to each of the Three First Nations within 24 months of the establishment of the Steering Committee.
- 5.2 The management plan shall be consistent with the objectives set out in 2.1.3 to 2.1.9 of this schedule and with the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 5.3 In preparing the management plan, the Steering Committee shall provide for a public consultation process which recognizes the territorial significance of the Park.
- 5.6 Prior to approval of the management plan, the Steering Committee shall refer the management plan to the Yukon Heritage Resources Board, and such of the Ibex Renewable Resources Council, the Carcross/Tagish Renewable Resources Council and the Alsek Renewable Resources Council as may exist at that time for their review and recommendations.
- 5.8 The Steering Committee shall forward a proposed management plan to the Yukon and to each of the Three First Nations indicating what matters, if any, remain outstanding.
- 6.1 Within 90 days of receipt of the management plan from the Steering Committee, the Yukon shall request each of the Three First Nations to participate in a joint review of the provisions set out therein and any outstanding matters.
- 6.2 If any of the Three First Nations does not agree to participate in the review under 6.1 within 90 days of being requested by the Yukon to do so, the review may proceed without their participation.
- 6.3 The parties participating in the review under 6.1 shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.4 If the parties participating in the review do not reach a consensus under 6.3 within 90 days of commencement of the review, any of them may refer the matter to the dispute resolution process under 26.4.0.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

6.5 If the matter is referred to the dispute resolution process under 6.4 and is not resolved, or if the matter under 6.4 is not referred to dispute resolution, the Minister may accept, vary or set aside the provisions set out in the management plan from the Steering Committee.

6.6 The decision of the Minister under 6.5 as to the provisions to be included in the management plan shall be forwarded to each of the Three First Nations in writing.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 2.1.3 to 2.1.9, 5.4 (all), 5.5, 5.7, 13.1.0 (all), 13.8.0 (all)

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| <b>Responsibility</b>                             | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| Steering Committee                                | Prepare a work plan for the development of the management plan for the Park consistent with the objectives set out in Chapter 10 Schedule A 2.1.3 to 2.1.9, and the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002 c. 165, including a public consultation process which recognizes the territorial significance of the Park. | As soon as practicable after establishment of the Steering Committee                                  |
| Steering Committee                                | Refer proposed management plan to the YHRB, and such of the IRRC, CTRRC and ARRC, as may exist at that time, for their review and recommendations.   | Prior to forwarding the proposed management plan to the Minister                                      |
| Steering Committee                                | Forward a proposed management plan to KDFN, CTFN, CAFN and Yukon addressing matters referred to in 5.4, 5.5 and 5.7, and what matters, if any, remain outstanding.   | Within 24 months of the establishment of the Steering Committee, or as soon as practicable thereafter |
| Yukon   | Request KDFN, CTFN and CAFN to participate in a joint review of the proposed management plan.  | Within 90 days of receipt of the proposed management plan from the Steering Committee                 |
| KDFN, CTFN, CAFN                                  | At discretion, agree to participate in a joint review of the provisions of the proposed management plan.   | Within 90 days of the request by Yukon  |
| The parties participating in the review under 6.1 | Jointly review proposed management plan.   | Within 90 days of receipt of the request by Yukon   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>  |
|--|---|--|
| The parties participating in the review under 6.1  | Make reasonable attempts to reach consensus as to the provisions to be included in the Approved Management Plan.                                | Within 90 days of the commencement of the review of the proposed management plan |
| <u>If the parties participating in the review under 6.1 are <b>able</b> to reach consensus under 6.3 as to the provisions to be included in the Approved Management Plan:</u>  |   |  |
| Yukon  | Publish Approved Management Plan.   | Following consensus under 6.3  |
| <u>If within 90 days of the commencement of the review of the proposed management plan, the parties participating in the review under 6.1 are <b>unable</b> to reach consensus under 6.3 as to any action to be taken as a result of the review of the proposed management plan:</u> |   |  |
| Any of the parties participating in the review under 6.1   | At discretion, refer the matter to the dispute resolution process under 26.4.0.   | As necessary   |
| <u>If the matter referred to the dispute resolution process is not resolved:</u>   |   |  |
| Minister   | At discretion, accept, vary or set aside the provisions set out in the recommended management plan and forward decision to KDFN, CTFN and CAFN. | As necessary   |
| Yukon  | Publish Approved Management Plan.   | Following decision under 6.5   |

**Planning Assumptions**

1. The work plan discussions will identify time lines, budgetary and other resources indicated by each party for their participation in the process of developing the management plan.
2. Yukon will forward a copy of the Approved Management Plan and any amended Approved Management Plan to the Regional Land Use Planning Commission(s).

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Management of Crown Land and Settlement Land in Kusawa Park (the “Park”)

**RESPONSIBLE PARTY:** Government, CTFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 7.1 Yukon shall manage the Park in accordance with the Approved Management Plan and the Parks and Land Certainty Act, R.S.Y. 2002, c. 165.
- 7.2 Prior to the implementation of the Approved Management Plan, Yukon shall manage the Park in accordance with the Parks and Land Certainty Act, RSY 2002, c. 165 and to the extent practicable in a manner consistent with the objectives set out in 2.0 of this schedule.
- 7.3 Upon the land, or any portion thereof, shown as KDFN R-11B, KDFN R-37B, KDFN S-322B/D, and KDFN S-358B on Map Sheet Kusawa Park in Appendix B - Maps, which forms a separate volume to this Agreement, becoming Settlement Land of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall manage those Parcels of Settlement Land, to the extent practicable, in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 inclusive and any uses thereof authorized by the Kwanlin Dun First Nation shall be compatible with the uses which may be made of the Park.
- 7.7 Government shall manage the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application.
- 7.8 In managing the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, Government shall, to the extent practicable, take into account the objectives set out in 2.0 of this schedule.
- 7.9 Prior to the land described in 7.3 and 7.4 of this schedule becoming Settlement Land of the Kwanlin Dun First Nation or the Carcross/Tagish First Nation, the Yukon shall, to the extent practicable, manage that land in a manner consistent with the objectives set out in 2.1.3 to 2.1.8 inclusive and any uses thereof authorized by the Yukon shall be compatible with the uses which may be made of the Park.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 2.0 (all), 7.4, 7.5, 7.6; 26.4.0 (all); Appendix B - Maps ‘Kusawa Park’

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| Yukon  | Manage the Park in accordance with the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165 and the objectives set out in Chapter 10 Schedule A 2.0.  | Prior to approval of the management plan                   |
| Yukon  | Manage the Park in accordance with the Approved Management Plan and the <u>Parks and Land Certainty Act</u> , R.S.Y. 2002, c. 165.   | After approval of the management plan                      |
| Government   | Manage the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with Laws of General Application and, to the extent practicable, taking into account the objectives set out in Chapter 10 Schedule A 2.0.  | Prior to and after approval of the management plan         |
| <u>Upon the Parcels identified in Chapter 10 Schedule A 7.3 becoming KDFN Settlement Land:</u> |  |  |
| KDFN   | Manage those KDFN Settlement Land Parcels in the Park to the extent practicable in a manner consistent with the objectives set out in Chapter 10 Schedule A 2.1.3 to 2.1.8 inclusive; and, when authorizing any uses of that land on these KDFN Settlement Land Parcels, ensure they are compatible with uses which may be made of the Park. | Prior to and after approval of the management plan         |
| Yukon  | Manage the land described in Chapter 10 Schedule A 7.3 and 7.4 to the extent practicable in a manner consistent with the objectives set out in Chapter 10 Schedule A 2.1.3 to 2.1.8; and, when authorizing any uses of that land, ensure they are compatible with uses which may be made of the Park.  | Prior to the land becoming Settlement Land of KDFN or CTFN |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review and Amendment of the Approved Management Plan for Kusawa Park (the “Park”)

**RESPONSIBLE PARTY:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon, Canada

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 8.1 The Yukon shall request each of the Three First Nations to participate in a joint review of the Approved Management Plan no later than 5 years after its initial approval and at least every 10 years after the first review, unless otherwise agreed by Yukon and each of the Three First Nations.
- 8.2 If any of the Three First Nations does not agree to participate in the review under 8.1, within 90 days of being requested by the Yukon to do so, the review may proceed without their participation.
- 8.4 Review of the Approved Management Plan under 8.1 shall include a process for public consultation.
- 8.5 The parties participating in the review under 8.1 shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 8.6 If the parties participating in the review under 8.1 are unable, within 90 days of completion of the review of the Approved Management Plan, to reach consensus pursuant to 8.5, any of them may refer the matter to the dispute resolution process under 26.4.0.
- 8.7 If the matter is referred to the dispute resolution process under 8.6 and is not resolved, or if the matter under 8.6 is not referred to dispute resolution, the Minister shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise each of the Three First Nations of the decision in writing.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 8.3, 8.8; 26.4.0

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>                             | <b>Activities</b>   | <b>Timing</b>   |
|---|---|---|
| Yukon   | Request each of KDFN, CTFN and CAFN to participate in a joint review of the Approved Management Plan.   | Unless otherwise agreed by Yukon, KDFN, CTFN and CAFN, no later than 5 years after the initial approval of the Approved Management Plan, and at least every 10 years thereafter |
| KDFN, CTFN, CAFN                                  | At discretion, agree to participate in a joint review of the provisions of the Approved Management Plan.  | Within 90 days of the request by Yukon  |
| The parties participating in the review under 8.1 | Establish terms of reference for a joint review of the Approved Management Plan, and jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation. | In the year preceding the review  |
| The parties participating in the review under 8.1 | Conduct review of the Approved Management Plan. Identify proposed amendments, if any.   | In accordance with the terms of reference and according to the agreed-upon work plan  |
| The parties participating in the review under 8.1 | Make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.  | Within 90 days of the completion of the review of the Approved Management Plan  |
| Yukon   | Amend Approved Management Plan if Approved Management Plan is to be amended.  | As necessary  |

If the parties participating in the review under 8.1 are able to reach

consensus under 8.5 as to any action to be taken as a result of the reviews

of the Approved Management Plan:

If, within 90 days of completion of the review of the Approved Management Plan, the parties participating in the review under 8.1 are unable to reach consensus under 8.5 as to any action to be taken as a result of the reviews of the Approved Management Plan:

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>                     |
|--|---|-----------------------------------|
| Any of the parties participating in the review under 8.1                         | At discretion, refer the matter to the dispute resolution process under 26.4.0.   | As necessary                      |
| <u>If the matter referred to the dispute resolution process is not resolved:</u> |   |                                   |
| Minister   | Determine what action, if any, shall result from the review of the Approved Management Plan, and advise KDFN, CTFN and CAFN of the decision in writing. If Approved Management Plan is to be amended, amend Approved Management Plan. | Following determination under 8.7 |
| <u>In conducting subsequent reviews of the Approved Management Plan:</u>         |   |                                   |
| KDFN, CTFN, CAFN and Yukon   | Carry out reviews of the Approved Management Plan within the time frames for the activities listed above.   | As required                       |

**Planning Assumptions**

1. The terms of reference discussions will identify time lines, budgetary and other resources indicated by each party for its participation in carrying out the review.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Adjustment of the boundaries of Kusawa Park (the “Park”)

**RESPONSIBLE PARTY:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

8.3 At the time of a review of the Approved Management Plan under 8.1, any of the Three First Nations may request the Yukon to consider an adjustment of the boundaries of the Park. Within 90 days of receiving such a request, the Yukon shall advise each of the Three First Nations, in writing, of its response to such request.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 8.1

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| <b>Responsibility</b>     | <b>Activities</b>  | <b>Timing</b>   |
|---------------------------|--|---|
| Any of KDFN, CTFN or CAFN | At discretion, request Yukon to consider an adjustment of Park boundaries.   | At the time of the review of the Approved Management Plan |
| Yukon                     | Advise each of KDFN, CTFN and CAFN in writing of its response to a request to consider an adjustment of Park boundaries. | Within 90 days of receipt of such request                 |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Implementation and monitoring of the Approved Management Plan for Kusawa Park (the “Park”)

**RESPONSIBLE PARTY:** KDFN, Carcross/Tagish First Nation (“KDFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon, Canada

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 8.9 The Yukon and, subject to 8.10, each of the Three First Nations shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.
- 8.11 Following the first anniversary of approval of the Approved Management Plan, the Yukon and, subject to 8.12 each of the Three First Nations, shall meet once a year, if requested by any of them, to review the implementation of the Approved Management Plan by the Yukon.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 8.10, 8.12, 13.1.0 (all), 13.8.0 (all)

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| <b>Responsibility</b>                                    | <b>Activities</b>  | <b>Timing</b>   |
|--|--|---|
| Yukon and, subject to 8.10, KDFN, CTFN and CAFN          | Consider and, at discretion, develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan. | After approval of the management plan   |
| <u>If requested by any of KDFN, CTFN, CAFN or Yukon:</u> |  |   |
| Yukon and, subject to 8.12, KDFN, CTFN and CAFN          | Meet to review the implementation of the Approved Management Plan by Yukon.  | Annually, following the first anniversary of approval of the Approved Management Plan |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Inclusion of First Nation languages in interpretive displays and signs erected in, or related to, Kusawa Park (the “Park”)

**RESPONSIBLE PARTY:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

11.1 Applicable First Nation languages shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Carcross/Tagish People, Kwanlin Dun or Champagne and Aishihik People that may be erected in, or related to, the Park.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 11.2, 11.3, 11.4, 13.1.0 (all), 13.8.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                  |
|-----------------------|---|--|
| Yukon                 | Notify and discuss with KDFN, CTFN and CAFN when proposing to develop interpretive displays or signage that may be erected in, or related to, the Park, including applicable First Nation languages.  | As necessary                                   |
| Yukon                 | Where practicable, include the applicable First Nation languages in any interpretive display or sign that is erected in, or related to, the Park.   | As required                                    |
| Yukon                 | If Yukon deems it not to be practicable to include the applicable First Nation languages in an interpretive display or sign that Yukon is considering erecting in, or which is related to, the Park, notify KDFN, CTFN and CAFN, providing reasons. | Prior to erecting interpretive display or sign |

**Planning Assumption**

1. KDFN, CTFN or CAFN may recommend to Yukon interpretive displays and signs that may be erected in, or related to, the Park.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Recommendations on naming or renaming of places or features in the Kusawa Park (the “Park”)               |
| <b>RESPONSIBLE PARTY:</b>     | Yukon, YGPNB  |
| <b>PARTICIPANT / LIAISON:</b> | KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nations (“CAFN”), Yukon, Canada |

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

11.2 When considering the naming or renaming of places or features in the Park, the responsible agency shall Consult with each of the Three First Nations.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 11.1, 11.3, 11.4, 13.1.0 (all), 13.8.0 (all)

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| <b>Responsibility</b>      | <b>Activities</b>   | <b>Timing</b>   |
|----------------------------|---|---|
| YGPNB                      | Refer proposals for naming or renaming places or features in the Park to each of KDFN, CTFN and CAFN. | Within a reasonable period of time after receipt of proposals                           |
| KDFN, CTFN, CAFN and Yukon | Undertake the necessary research and provide views to the YGPNB.                                      | Within a reasonable period of time as proposed by the YGPNB or as the parties may agree |
| YGPNB                      | Provide full and fair consideration of views presented.   | After each of KDFN, CTFN and CAFN provide their views                                   |
| YGPNB                      | Notify each of KDFN, CTFN, CAFN, Yukon and Canada of the recommendations to be made.                  | After considering views presented   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Notice of, and employment associated with, contract opportunities in the establishment of the Kusawa Park (the “Park”), construction of Park facilities, and the operation and maintenance of the Park **which are contracted by public tender**

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nation (“CAFN”)

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

12.1 Government shall provide written notice to each of the Three First Nations of any public tender for contracts associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.

12.7 Government shall include in any contract opportunities associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, criteria for:

12.7.1 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;

12.7.2 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and

12.7.3 employment of Champagne and Aishihik People or engagement of Champagne and Aishihik Firms.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 12.4, 12.8, 12.9, 22.5.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                          |
|-----------------------|--|--|
| Yukon                 | Provide written notice of any public tender for contracts associated with the establishment of the Park, construction of the Park facilities and the operation and maintenance of the Park to each of KDFN, CTFN and CAFN.       | When issuing a notice of public tender |
| Yukon                 | Include, in the public tender, criteria for employment of Kwanlin Dun, Carcross/Tagish People, and Champagne and Aishihik People or the engagement of Kwanlin Dun Firms, Carcross/Tagish Firms and Champagne and Aishihik Firms. | When issuing a notice of public tender |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Employment associated with contract opportunities in the establishment of the Kusawa Park (the “Park”), construction of Park facilities, and the operation and maintenance of the Park **which are contracted by invitational tender**

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nation (“CAFN”)

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

- 12.2 Government shall include each of the Three First Nations in any invitational tender for contracts associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park.
- 12.7 Government shall include in any contract opportunities associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, criteria for:
  - 12.7.1 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;
  - 12.7.2 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and
  - 12.7.3 employment of Champagne and Aishihik People or engagement of Champagne and Aishihik Firms.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 12.5, 12.8, 12.9, 22.5.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                       |
|-----------------------|---|-------------------------------------|
| Yukon                 | Include each of KDFN, CTFN and CAFN in any invitational tender for contracts associated with the establishment of the Park, construction of the Park facilities or the operation and maintenance of the Park.                                 | When issuing an invitational tender |
| Yukon                 | Include, in the invitational tender, criteria for employment of each of Kwanlin Dun, Carcross/Tagish People and Champagne and Aishihik People or the engagement of Kwanlin Dun Firms, Carcross/Tagish Firms and Champagne and Aishihik Firms. | When issuing an invitational tender |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Notice of, and economic and employment opportunities associated with, the establishment of the Kusawa Park (the “Park”), construction of Park facilities, and the operation and maintenance of the Park **which are contracted by other than public or invitational tender**

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** KDFN, Carcross/Tagish First Nation (“CTFN”), Champagne and Aishihik First Nation (“CAFN”)

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule A

12.3 The Three First Nations shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, upon the same terms and conditions as would be offered to others. A first opportunity shall be offered in the following manner:

- 12.3.1 Government shall give notice in writing to each of the Three First Nations specifying the terms and conditions of any such contract;
- 12.3.2 the Three First Nations may exercise the first opportunity referred to in 12.3 by each of them advising Government in writing within 60 days of receipt of the notice referred to in 12.3.1, specifying the entity which will be accepting such contract provided that:

12.3.2.1 if any of the Three First Nations does not advise Government within the time and in the manner specified in 12.3.2, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remainder of the Three First Nations within the time and in the manner specified in 12.3.2;

12.3.2.2 if those of the Three First Nations who advise Government pursuant to 12.3.2 do not specify the same entity which will be accepting the contract then:

- (a) if any of those Three First Nations does not have in effect a Final Agreement that includes this schedule and that First Nation has specified a different entity, it shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remainder of the Three First Nations; or

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

(b) if those of the Three First Nations who have in effect a Final Agreement that includes this schedule specify different entities, each of them shall be deemed to have given notice that they do not accept the first opportunity to accept the contract.

12.7 Government shall include in any contract opportunities associated with establishment of the Park, construction of the Park facilities or operation and maintenance of the Park, criteria for:

12.7.1 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms;

12.7.2 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and

12.7.3 employment of Champagne and Aishihik People or engagement of Champagne and Aishihik Firms.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 12.4, 12.5, 12.6, 12.8, 12.9

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| Responsibility   | Activities   | Timing   |
|--|--|--|
| <u>If offering a contract other than by public or invitational tender that is associated with the establishment, construction, or operation and maintenance of the Park:</u> |  |  |
| Yukon  | Notify each of KDFN, CTFN and CAFN in writing, specifying the terms and conditions of the contract.  | When proceeding with a contract pursuant to 12.3 |
| Yukon  | Include in the terms and conditions of any contract associated with the establishment of the Park, criteria for employment of each of Kwanlin Dun, Carcross/Tagish People, and Champagne and Aishihik People or the engagement of Kwanlin Dun Firms, Carcross/Tagish Firms and Champagne and Aishihik Firms. | When offering a contract pursuant to 12.3        |
| KDFN, CTFN, and/or CAFN  | At discretion, advise Yukon in writing of the intention of each of KDFN and CTFN and CAFN to accept the contract, specifying the entity which will be accepting such contract.   | Within 60 days of receipt of the written notice  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b> |
|---|--|---------------|
| <u>If KDFN and/or CTFN and/or CAFN advise Yukon within the time frame and in a manner set out in 12.3.2, and is (are) not deemed to have declined or not accepted the opportunity under 12.3.2.2:</u> |  |               |
| Yukon   | Offer the contracting opportunity to the entity which will be accepting such contract. | As required   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Transfer of land and designation of Lewes Marsh Habitat Protection Area (“the Area”)

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon, Carcross/Tagish First Nation (“CTFN”) Ta’an Kwach’an Council (“TKC”)

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule B

- 3.2 Except as provided in 3.3, as soon as practicable after the Effective Date and following the transfer referred to in 3.1, the Yukon shall designate the Area as a habitat protection area pursuant to the Wildlife Act, R.S.Y. 2002, c. 229, to be known as the Lewes Marsh Habitat Protection Area.
- 3.4 The designation as a protected habitat area shall not be removed from any part of the Habitat Protection Area without the agreement of the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta’an Kwach’an Council and Canada.
- 3.5 Subject to 3.8 and 3.9, Government shall, no later than the Effective Date:
  - 3.5.1 prohibit entry on the Area for the purpose of locating, prospecting or mining under the Quartz Mining Act, S.Y. 2003, c. 14 and the Placer Mining Act, S.Y. 2003, c. 13;
  - 3.5.2 withdraw the mines and minerals, in, on or under the Area from disposal under the Territorial Lands (Yukon) Act, S.Y. 2003, c. 17.
- 3.6 Subject to 3.8 and 3.9, the Yukon shall, no later than the Effective Date, withdraw the Area from disposition under the Oil and Gas Act, R.S.Y. 2002, c. 162.
- 3.7 Subject to 3.8 and 3.9, no one may explore for coal in, on or under the Area.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 3.1, 3.3, 3.8, 3.9; Appendix B - Maps ‘Lewes Marsh Habitat Protection Area’

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Yukon                 | Designate the Area as a habitat protection area pursuant to the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229. | As soon as practicable after the Effective Date          |
| Yukon                 | Notify KDFN, CTFN, TKC and Canada of designation of the Area.  | As soon as practicable after the designation of the Area |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>              | <b>Activities</b>   | <b>Timing</b>                                   |
|------------------------------------|---|---|
| <u>Subject to 3.8 and 3.9:</u>     |   |   |
| Yukon                              | Prohibit entry on the Area for the purpose of locating, prospecting or mining under the appropriate legislation; withdraw the mines and minerals, in or under the Area from disposal under the appropriate legislation; withdraw the Area from disposition under the <u>Oil and Gas Act</u> , R.S.Y. 2002, c. 162; and ensure that no one explores for coal in, on or under the Area. | No later than the Effective Date                |
| Yukon                              | Notify KDFN, CTFN, TKC and Canada of prohibitions and withdrawals.  | As soon as practicable after the Effective Date |
| KDFN, CTFN, TKC, Yukon, or Canada  | If making a proposal to remove the designation as a protected habitat area from any part of the Area pursuant to the <u>Wildlife Act</u> , R.S.Y. 2002, c.229, forward proposal to KDFN, CTFN, TKC, Yukon and Canada.   | As necessary                                    |
| KDFN, CTFN, TKC, Yukon, and Canada | Consider the proposal.  | Within a reasonable period of time              |
| Yukon                              | If KDFN, CTFN, TKC, Yukon and Canada are in agreement, remove designation from that part of the Area.   | As necessary                                    |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Establishment of Steering Committee for Lewes Marsh Habitat Protection Area (“the Area”) |
| <b>RESPONSIBLE PARTY:</b>     | Yukon, KDFN, Canada  |
| <b>PARTICIPANT / LIAISON:</b> | Carcross/Tagish First Nation (“CTFN”),<br>Ta'an Kwach'an Council (“TKC”)                 |

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule B

- 4.1 A steering committee (the "Steering Committee") shall be established as soon as practicable after the Effective Date to prepare and recommend a management plan for the Habitat Protection Area.
- 4.2 The Steering Committee shall be comprised of three, four or six members designated as follows:
  - 4.2.1 Government shall request that each of the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Ta'an Kwach'an Council designate one member;
  - 4.2.2 if three members are designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of six members and Government shall designate three members of whom one shall be designated by Canada and two shall be designated by the Yukon;
  - 4.2.3 if only two members are designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of four members and Government shall designate two members of whom one shall be designated by Canada and one shall be designated by the Yukon;
  - 4.2.4 if only one member is designated within 90 days of receiving the request to do so pursuant to 4.2.1, the Steering Committee shall be comprised of three members and Government shall designate two members of whom one shall be designated by Canada and one shall be designated by the Yukon.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 3.2, 4.3, 4.4

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                  |
|-----------------------|--|--|
| Yukon                 | Request KDFN, CTFN and TKC each to designate one member to the Steering Committee. | As soon as practicable after Effective Date    |
| KDFN, CTFN and TKC    | At discretion, each designate a member to the Steering Committee.                  | Within 90 days of receiving request from Yukon |

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If KDFN, CTFN and TKC each designate a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of six members:

|        |   |             |
|--------|---|-------------|
| Canada | Designate one member to the Steering Committee. | As required |
| Yukon  | Designate two members to the Steering Committee | As required |

If only two of KDFN, CTFN and TKC designate a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of four members:

|               |  |             |
|---------------|--|-------------|
| Yukon, Canada | Each designate one member to the Steering Committee. | As required |
|---------------|--|-------------|

If only one of KDFN, CTFN and TKC designate a member within 90 days of receiving the request to do so, the Steering Committee shall be comprised of three members:

|               |  |             |
|---------------|--|-------------|
| Yukon, Canada | Each designate one member to the Steering Committee. | As required |
|---------------|--|-------------|

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Recommendation and approval of the Management Plan for Lewes Marsh Habitat Protection Area (“the Area”)  |
| <b>RESPONSIBLE PARTY:</b>     | Steering Committee   |
| <b>PARTICIPANT / LIAISON:</b> | KDFN, Yukon, Canada, CTRRC, Carcross/Tagish First Nation (“CTFN”), Ta'an Kwach'an Council (“TKC”), IRRC, Laberge Renewable Resources Council, Carcross/Tagish Renewable Resources Council  |
| <b>OBLIGATIONS ADDRESSED:</b> |  |
| Chapter 10 Schedule B         |  |
| 5.1                           | The Steering Committee shall endeavour to recommend a management plan to the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada within 24 months of the establishment of the Steering Committee.   |
| 5.2                           | The management plan shall be consistent with the objectives set out in 2.1.2 to 2.1.10 of this schedule and with the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229.  |
| 5.4                           | The preparation of the management plan shall include a process for public consultation.  |
| 5.5                           | Prior to approval of the management plan, the Steering Committee may refer the management plan to such of the Ibex Renewable Resources Council, the Carcross/Tagish Renewable Resources Council and the Laberge Renewable Resources Council as may exist at that time for their review and recommendations.                                    |
| 5.6                           | In preparing a management plan to recommend pursuant to 5.1, if the members of the Steering Committee are unable to reach a consensus as to the matters to be included in a management plan, any member of the Steering Committee may, upon direction from the body that designated them, refer the matter to dispute resolution under 26.4.0. |
| 5.7                           | The Steering Committee shall forward a proposed management plan to the Yukon, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada indicating what matters, if any, remain outstanding.   |
| 6.1                           | Within 90 days of receipt of the management plan from the Steering Committee, the Yukon shall request each of Canada, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council to participate in a joint review of:   |
| 6.1.1                         | any recommendations made pursuant to 5.3.12 with a view to reaching a consensus on whether to act upon any such recommendations; and   |
| 6.1.2                         | all other provisions set out in the management plan from the Steering Committee, and any outstanding matters.  |

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6.2 If the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council does not participate in the review under 6.1, within 90 days of being requested by Government to do so, the review may proceed without their participation.

6.3 The parties participating in the review under 6.1.2 shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.

6.4 If the parties participating in the review fail to reach a consensus under 6.3, the Minister may accept, vary or set aside the provisions set out in the management plan from the Steering Committee.

6.5 The decision of the Minister under 6.4 as to the provisions to be included in the management plan shall be forwarded in writing to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 3.2, 5.3 (all); 26.4.0

| <b>Responsibility</b>            | <b>Activities</b>  | <b>Timing</b>  |
|----------------------------------|--|--|
| Steering Committee               | Prepare a work plan for the development of the management plan for the Area consistent with the objectives set out in Chapter 10 Schedule B 2.1.2 to 2.1.10, and the <u>Wildlife Act</u> , R.S.Y. 2002 c.229, including a public consultation process. | As necessary   |
| Steering Committee               | At discretion, refer the proposed management plan to such of the IRRC, the Carcross/Tagish Renewable Resources Council and the Laberge Renewable Resources Council as may exist at that time for their review and recommendations.                     | As necessary   |
| Any member of Steering Committee | Upon direction from the body that designated the member, refer disputed matters, if any, to dispute resolution under 26.4.0.   | As necessary   |
| Steering Committee               | Forward a proposed management plan to KDFN, CTFN, TKC, Yukon and Canada addressing matters referred to in 5.3, and what matters remain outstanding.  | Within 24 months of establishment of Steering Committee if practicable       |
| Yukon                            | Request KDFN, CTFN, TKC and Canada to participate in a joint review of recommendations pursuant to Chapter 10 Schedule B 5.3.12, and all other provisions set out in the management plan, as well as any outstanding issues.                           | Within 90 days of receipt of the management plan from the Steering Committee |

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>                                 |
|---|--|---|
| KDFN, CTFN,<br>TKC, Canada  | At discretion, agree to participate in the joint review.   | Within 90 days of the request by Yukon        |
| The parties participating in the review under 6.1   | Jointly review management plan.  | Within 90 days of receipt of request by Yukon |
| The parties participating in the review under 6.1   | Make reasonable efforts to reach consensus as to the provisions to be included in the management plan.   | As required                                   |
| <u>If the parties participating in the review under 6.1 are able to reach consensus under 6.3 as to the provisions to be included in the management plan:</u>                               |  |   |
| Yukon   | Publish the Approved Management Plan.  | Following consensus under 6.3                 |
| <u>If the parties participating in the review under 6.1 are unable to reach consensus under 6.3 as to any action to be taken as a result of the review of the proposed management plan:</u> |  |   |
| Minister (Yukon)  | Accept, vary or set aside provisions set out in the management plan from the Steering Committee and forward decision to KDFN, CTFN, TKC and Canada in writing. | As necessary                                  |

**Planning Assumptions:**

1. The work plan discussions will identify time lines, budgetary and other resources indicated by each party for their participation in the process of developing the management plan.
2. Yukon will forward a copy of the Approved Management Plan to the Regional Land Use Planning Commission(s).

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**PROJECT:** Implementation of Approved Management Plan for Lewes Marsh Habitat Protection Area (“the Area”)

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule B

- 7.1 The Yukon shall manage the Habitat Protection Area in accordance with the Approved Management Plan and the Wildlife Act, R.S.Y. 2002, c. 229.
  - 7.1.1 If the designation for the Area is changed as a result of a consensus reached under 6.1.1, this schedule shall be amended to reflect the new designation.
- 7.2 Prior to the implementation of the Approved Management Plan, the Yukon shall manage the Habitat Protection Area in accordance with the Wildlife Act, R.S.Y. 2002, c. 229 and to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.10 inclusive of this schedule.
- 7.3 Upon the cross-hatched portion of the land shown as KDFN R-7A on Map Sheet Lewes Marsh Habitat Protection Area in Appendix B - Maps, which forms a separate volume to this Agreement, becoming Settlement Land of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall manage that land:
  - 7.3.1 prior to the implementation of the Approved Management Plan, to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.8 inclusive of this schedule; or
  - 7.3.2 following the implementation of the Approved Management Plan, in a manner consistent therewith and any uses thereof authorized by the Kwanlin Dun First Nation shall be compatible with the uses which may be made of the Habitat Protection Area.
- 7.5 Government shall manage the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application.
- 7.6 In managing the mines and minerals in, on or under the Area and the right to work the mines and minerals in accordance with Laws of General Application, Government shall, to the extent practicable, take into account the objectives set out in 2.1.2 to 2.1.10 inclusive of this schedule.
- 7.7 Prior to the land described in 7.3 and 7.4 of this schedule becoming Settlement Land of the Kwanlin Dun First Nation or the Carcross/Tagish First Nation, the Yukon shall manage that land:

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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- 7.7.1 prior to the implementation of the Approved Management Plan, to the extent practicable, in a manner consistent with the objectives set out at 2.1.2 to 2.1.8 inclusive of this schedule; or
- 7.7.2 following the implementation of the Approved Management Plan, in a manner consistent therewith and any uses thereof authorized by the Yukon shall be compatible with the uses which may be made of the Habitat Protection Area.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 2.1.2 to 2.1.8, 6.1.1, 6.3, 6.5, 7.4 (all) 9.0 (all), 10.1, 11.3, 14.1, 14.2, 14.3 (all); Appendix B - Maps 'Lewes Marsh Habitat Protection Area'

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon                 | Manage the Area in accordance with the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229 and to the extent practicable, in a manner consistent with the objectives set out in Chapter 10 Schedule B 2.1.2 to 2.1.10 inclusive.  | Prior to approval of the management plan                   |
| Yukon                 | Manage the Area in accordance with the Approved Management Plan and the <u>Wildlife Act</u> , R.S.Y. 2002, c. 229.  | After approval of the management plan                      |
| Yukon                 | Manage the land described in 7.3 and 7.4 in a manner consistent with the objectives set out in the Approved Management Plan, and, when authorizing any uses of that land, ensure they are compatible with uses which may be made of the Area.   | Prior to the land becoming Settlement Land of KDFN or CTFN |
| Yukon                 | To the extent practicable, manage the land described in 7.3 and 7.4 in a manner consistent with the objectives set out at Chapter 10 Schedule B 2.1.2 to 2.1.8 inclusive.   | Prior to implementation of the Approved Management Plan    |
| Yukon                 | Manage the mines and minerals in, on or under the Area and the right to work those mines and minerals in accordance with the Laws of General Application and, to the extent practicable, taking into account the objectives set out in Chapter 10 Schedule B 2.1.2 to 2.1.10 inclusive. | Prior to and after approval of the management plan         |

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>   |
|---|---|---|
| <u>Upon the Parcel identified in Chapter 10 Schedule B 7.3 becoming<br/>KDFN Settlement Land:</u> |   |   |
| KDFN  | To the extent practicable, manage that portion of KDFN Settlement Land parcel R-7A in a manner consistent with the objectives set out in Chapter 10 Schedule B 2.1.2 to 2.1.8 inclusive.                                    | Prior to implementation of the Approved Management Plan |
| KDFN  | Manage that portion of KDFN Settlement Land parcel R-7A in a manner consistent with the Approved Management Plan and ensure any uses thereof authorized by KDFN are compatible with the uses which may be made of the Area. | After implementation of the Approved Management Plan    |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Review and amendment of the Approved Management Plan for Lewes Marsh Habitat Protection Area (“the Area”)

**RESPONSIBLE PARTY:** Yukon, Canada, KDFN, Carcross/Tagish First Nation (“CTFN”), Ta'an Kwach'an Council (“TKC”)

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule B

- 8.1 Unless otherwise agreed, the Yukon shall request each of Canada, the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council to participate in a joint review of the Approved Management Plan no later than five years after its initial approval and at least every 10 years thereafter.
- 8.2 If the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council declines to participate in the review under 8.1, within 90 days of being requested by the Yukon to do so, the review may proceed without their participation.
- 8.3 Review of the Approved Management Plan under 8.1 shall include a process for public consultation.
- 8.4 The parties participating in the review under 8.1 shall make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.
- 8.5 The Minister shall determine what action, if any, shall result from the review of the Approved Management Plan and shall advise the Kwanlin Dun First Nation, the Carcross/Tagish First Nation, the Ta'an Kwach'an Council and Canada of the decision in writing.
- 8.6 Amendments to the Approved Management Plan, other than through the review process set out in 8.1 to 8.5, may only be made by the Yukon, and shall follow a process based on the principles of 8.1, 8.2, 8.4 and 8.5.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 5.3 (all), 7.1 (all), 7.3, 7.4, 7.5, 7.6, 9.1 (all), 10.1, 11.1, 11.3, 14.1, 14.2, 14.3 (all)

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| Responsibility  | Activities  | Timing  |
|---|---|---|
| Yukon   | Request KDFN, CTFN, TKC and Canada to participate in a joint review of the Approved Management Plan.  | Unless otherwise agreed by the parties, no later than 5 years after the initial approval of the Approved Management Plan and at least every 10 years thereafter |
| KDFN, CTFN, TKC and Canada  | At discretion, agree to participate in a joint review of the provisions of the Approved Management Plan.  | Within 90 days of the request by Yukon  |
| The parties participating in the review under 8.1   | Establish terms of reference for a joint review of the Approved Management Plan, and jointly prepare a work plan for the review of the Approved Management Plan which includes a process for public consultation. |   |
| The parties participating in the review under 8.1   | Conduct review of the Approved Management Plan. Identify proposed amendments, if any.   | In accordance with the terms of reference and according to the agreed-upon work plan  |
| The parties participating in the review under 8.1   | Make reasonable efforts to reach consensus as to any action to be taken as a result of the review of the Approved Management Plan.  | As necessary  |
| Minister (Yukon)  | Determine what action, if any, shall result from the review and advise KDFN, CTFN, TKC and Canada of the decision in writing.   | As soon as practicable after completion of review   |
| <u>In conducting subsequent reviews of the Approved Management Plan:</u>  |   |   |
| KDFN, CTFN, TKC, Yukon and Canada   | Carry out reviews of the Approved Management Plan within the time frames for the activities listed above.   | As required   |
| <u>When making amendments to the Approved Management Plan, other than through the review process set out in 8.1 to 8.5:</u> |   |   |
| Yukon   | Follow a process based on principles of Chapter 10 Schedule B 8.1, 8.2, 8.4 and 8.5.  | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Inclusion of First Nation languages in interpretive displays and signs erected in, or related to, Lewes Marsh Habitat Protection Area (“the Area”) |
| <b>RESPONSIBLE PARTY:</b>     | KDFN , Yukon, Carcross/Tagish First Nation (“CTFN”), Ta'an Kwach'an Council (“TKC”)  |
| <b>PARTICIPANT / LIAISON:</b> | None identified  |

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule B

11.1 Applicable First Nation languages shall be included, where practicable, in any interpretive displays and signs regarding the history and culture of Carcross/Tagish People, Kwanlin Dun and Ta'an Kwachan that may be erected in, or related to, the Habitat Protection Area.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 11.2, 11.3, 13.1.0 (all), 13.8.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                  |
|-----------------------|--|--|
| Yukon                 | Notify and discuss with KDFN, CTFN and TKC when proposing to develop interpretive displays or signage that may be erected in, or related to, the Area, including applicable First Nation languages.  | As necessary                                   |
| Yukon                 | Where practicable, include the applicable First Nation languages in any interpretive display or sign that is erected in, or related to, the Area.  | As required                                    |
| Yukon                 | If Yukon deems it not to be practicable to include the applicable First Nation languages in an interpretive display or sign that Yukon is considering erecting in, or which is related to, the Area, notify KDFN, CTFN and TKC, providing reasons. | Prior to erecting interpretive display or sign |

**Planning Assumption**

1. KDFN, CTFN or TKC may recommend to Yukon interpretive displays and signs that may be erected in, or related to, the Area.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Recommendations on naming or renaming of places or features in the Lewes Marsh Habitat Protection Area (“the Area”) |
| <b>RESPONSIBLE PARTY:</b>     | Yukon, YGPNB  |
| <b>PARTICIPANT / LIAISON:</b> | KDFN, Canada, Carcross/Tagish First Nation (“CTFN”), Ta’an Kwach’an Council (“TKC”)                                 |

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule B

11.2 When considering the naming or renaming of places or features in the Habitat Protection Area, the responsible agency shall Consult with the Carcross/Tagish First Nation, the Kwanlin Dun First Nation and the Ta'an Kwach'an Council.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 11.1, 11.3, 13.1.0 (all), 13.8.0 (all)

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| <b>Responsibility</b>     | <b>Activities</b>  | <b>Timing</b>   |
|---------------------------|--|---|
| YGPNB                     | Refer proposals for naming or renaming places or features in the Area to each of KDFN, CTFN and TKC. | Within a reasonable period of time after receipt of proposals                           |
| KDFN, CTFN, TKC and Yukon | Undertake the necessary research and provide views to the YGPNB.                                     | Within a reasonable period of time as proposed by the YGPNB or as the parties may agree |
| YGPNB                     | Provide full and fair consideration of views presented.  | After each of KDFN, CTFN and TKC provide their views                                    |
| YGPNB                     | Notify each of KDFN, CTFN, TKC, Yukon and Canada of the recommendations to be made.                  | After considering views presented   |

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**PROJECT:** Notice of, and employment associated with, contract opportunities in the establishment of the Lewes Marsh Habitat Protection Area (“the Area”), construction of Area facilities, and the operation and maintenance of the Area **which are contracted by public tender**

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** KDFN, Carcross/Tagish First Nation (“CTFN”), Ta'an Kwach'an Council (“TKC”)

**OBLIGATIONS ADDRESSED:**

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- 12.1 Government shall provide written notice to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council of any public tender for contracts associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.7 Government shall include in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area, criteria for:
  - 12.7.1 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms;
  - 12.7.2 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms; and
  - 12.7.3 employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 12.4, 12.8, 12.9; 22.5.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                          |
|-----------------------|---|--|
| Yukon                 | Provide written notice of any public tender for contracts associated with the establishment of the Area, construction of the Area facilities and the operation and maintenance of the Area to each of KDFN, CTFN and TKC. | When issuing a notice of public tender |
| Yukon                 | Include in the public tender criteria for employment of Kwanlin Dun, Carcross/Tagish People and Ta'an Kwach'an or the engagement of Kwanlin Dun Firms, Carcross/Tagish Firms and Ta'an Kwach'an Firms.                    | When issuing a notice of public tender |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                             |   |
|-----------------------------|---|
| <b>PROJECT:</b>             | Employment associated with contract opportunities in the establishment of the Lewes Marsh Habitat Protection Area (“the Area”), construction of Area facilities, and the operation and maintenance of the Area <b>which are contracted by invitational tender</b> |
| <b>RESPONSIBLE PARTY:</b>   | Yukon   |
| <b>PARTICIPANT/LIAISON:</b> | KDFN, Carcross/Tagish First Nation (“CTFN”), Ta'an Kwach'an Council (“TKC”)   |

**OBLIGATIONS ADDRESSED:**

Chapter 10 Schedule B

- 12.2 Government shall include the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council in any invitational tender for contracts associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area.
- 12.7 Government shall include in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area, criteria for:
  - 12.7.1 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms;
  - 12.7.2 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms; and
  - 12.7.3 employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 12.5, 12.8, 12.9; 22.5.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                       |
|-----------------------|---|-------------------------------------|
| Yukon                 | Include each of KDFN, CTFN and TKC in any invitational tender for contracts associated with the establishment of the Area, construction of the Area facilities or operation and maintenance of the Area.                | When issuing an invitational tender |
| Yukon                 | Include, in the invitational tender, criteria for employment of each of Kwanlin Dun, Carcross/Tagish People, and Ta'an Kwach'an or the engagement of Kwanlin Dun Firms, Carcross/Tagish Firms and Ta'an Kwach'an Firms. | When issuing an invitational tender |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Notice of, and economic and employment opportunities associated with, the establishment of the Lewes Marsh Habitat Protection Area (“the Area”), construction of Area facilities, and the operation and maintenance of the Area <b>which are contracted by other than public or invitational tender</b>  |
| <b>RESPONSIBLE PARTY:</b>     | Yukon  |
| <b>PARTICIPANT/LIAISON:</b>   | KDFN, Carcross/Tagish First Nation (“CTFN”), Ta’an Kwach’an Council (“TKC”)  |
| <b>OBLIGATIONS ADDRESSED:</b> |  |
| Chapter 10 Schedule B         |  |
| 12.3                          | The Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area upon the same terms and conditions as would be offered to others. A first opportunity shall be offered in the following manner: |
| 12.3.1                        | Government shall give notice in writing to the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council specifying the terms and conditions of any such contract;   |
| 12.3.2                        | the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council may exercise the first opportunity referred to in 12.3 by each of them advising Government in writing, within 60 days of receipt of the notice referred to in 12.3.1, specifying the entity which will be accepting such contract;   |
| 12.3.3                        | if the Kwanlin Dun First Nation, the Carcross/Tagish First Nation or the Ta'an Kwach'an Council fail to advise Government within the time and in the manner specified in 12.3.2, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the remaining First Nations pursuant to 12.3.2;  |
| 12.3.4                        | if the Kwanlin Dun First Nation, the Carcross/Tagish First Nation and the Ta'an Kwach'an Council do not specify the same entity which will be accepting the contract, then:  |
| 12.3.4.1                      | if one of the First Nations does not have in effect a Final Agreement which includes this schedule, that First Nation shall be deemed to have given notice that it declines the first opportunity to accept the contract and the contract may be accepted by the other First Nations; or   |
| 12.3.4.2                      | if all three of the First Nations have in effect a Final Agreement which includes this schedule, all three First Nations shall be  |

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deemed to have given notice that they decline the first opportunity to accept the contract.

12.7 Government shall include in any contract opportunities associated with establishment of the Habitat Protection Area, construction of the Habitat Protection Area facilities or operation and maintenance of the Habitat Protection Area, criteria for:

- 12.7.1 employment of Kwanlin Dun or engagement of Kwanlin Dun Firms;
- 12.7.2 employment of Carcross/Tagish People or engagement of Carcross/Tagish Firms; and
- 12.7.3 employment of Ta'an Kwach'an or engagement of Ta'an Kwach'an Firms.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule A 12.4, 12.5, 12.6, 12.8, 12.9

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| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>                                    |
|--|---|--|
| <u>If offering a contract other than by public or invitational tender that is associated with the establishment, construction, or operation and maintenance of the Area:</u>                 |   |  |
| Yukon  | Notify each of KDFN, CTFN and TKC in writing, specifying the terms and conditions of the contract.  | When proceeding with a contract pursuant to 12.3 |
| Yukon  | Include in the terms and conditions of any contract associated with the establishment of the Area, criteria for employment of each of Kwanlin Dun, Carcross/Tagish People, and Ta'an Kwach'an or the engagement of Kwanlin Dun Firms, Carcross/Tagish Firms and Ta'an Kwach'an Firms. | When offering a contract pursuant to 12.3        |
| KDFN, CTFN and/or TKC  | At discretion, advise Yukon in writing of the intention of each of KDFN and CTFN and TKC to accept the contract, specifying the entity which will be accepting such contract.   | Within 60 days of receipt of the written notice  |
| <u>If KDFN and/or CTFN and/or TKC advise Yukon within the time frame and in a manner set out in 12.3.2, and is not deemed to have declined or not accepted the opportunity under 12.3.4:</u> |   |  |
| Yukon  | Offer the contracting opportunity to the entity which will be accepting such contract.  | As required                                      |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Nominees to a Regional Land Use Planning Commission ("RLUPC") for region including any part of KDFN Traditional Territory   |
| <b>RESPONSIBLE PARTY:</b>     | Government, KDFN, other affected YFNs   |
| <b>PARTICIPANT / LIAISON:</b> | None identified   |
| <b>OBLIGATIONS ADDRESSED:</b> |   |
| 11.4.2                        | Settlement Agreements shall provide for regionally based Regional Land Use Planning Commissions with one third representation by nominees of Yukon First Nations, one third representation by nominees of Government, and one third representation based on the demographic ratio of Yukon Indian People to the total population in a planning region.  |
| 11.4.2.1                      | Any Regional Land Use Planning Commission established for a planning region which includes any part of the Traditional Territory of the Kwanlin Dun First Nation shall be composed of one-third nominees of the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, one-third nominees of Government, and one-third nominees appointed in accordance with 11.4.2.2. |
| 11.4.2.2                      | Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall agree on who may nominate each of the last one-third of the nominees to the Regional Land Use Planning Commission referred to in 11.4.2.1 based upon the demographic ratio of Yukon Indian People to the total population in the planning region.  |
| 11.4.2.3                      | The Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region shall determine the proposed Yukon First Nation nominees to the Regional Land Use Planning Commission, prior to entering the process in 11.4.2.5 and 11.4.2.6.   |
| 11.4.2.4                      | Failing agreement under 11.4.2.2 or determination under 11.4.2.3, Government, the Kwanlin Dun First Nation or any Yukon First Nation whose Traditional Territory is included in the planning region may refer the matter to the dispute resolution process under 26.3.0.  |
| 11.4.2.5                      | Prior to any appointments being made to a Regional Land Use Planning Commission, Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, shall make reasonable attempts to reach a consensus as to the individuals which each nominates to the Regional Land Use Planning Commission.   |

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11.4.2.6 In attempting to reach consensus under 11.4.2.5, Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in a planning region, shall consider:

- (a) any prospective nominee's familiarity with and sensitivity to the culture and aspirations of the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in a planning region;
- (b) any prospective nominee's familiarity with land use planning issues;
- (c) the compatibility of proposed nominees; and
- (d) any other matters to which Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, agree.

11.4.2.7 If, after having made the reasonable attempts required by 11.4.2.5, Government, the Kwanlin Dun First Nation and the other Yukon First Nations whose Traditional Territories are included in the planning region, are unable to reach a consensus, either may give written notice to the others setting out the names of the individuals which it intends to nominate to the Regional Land Use Planning Commission, and 14 days thereafter, may so nominate those individuals.

**CROSS REFERENCED CLAUSES:** 11.4.3, 26.3.0 (all)

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| <b>Responsibility</b>                    | <b>Activities</b>  | <b>Timing</b>                    |
|--|--|----------------------------------|
| Government, KDFN and other affected YFNs | Determine the demographic ratio of Yukon Indian People to the total population in the planning region.   | Upon decision to establish RLUPC |
| Government, KDFN and other affected YFNs | Attempt to agree on who will nominate the one third of the representatives which is based upon the demographic ratio of Yukon Indian People to the total population in the planning region.  | Upon decision to establish RLUPC |
| Government, KDFN or other affected YFNs  | If no agreement on who will nominate the one third of the nominees based upon the demographic ratio of Yukon Indian People to the total population in the planning region, at discretion, refer disagreement to dispute resolution under 26.3.0. | As necessary                     |

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| <b>Responsibility</b>                    | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| KDFN, other affected YFNs                | Attempt to determine the proposed YFN nominees to the RLUPC.   | Prior to entering the process in 11.4.2.5 and 11.4.2.6 |
| KDFN or other affected YFNs              | If no agreement on YFN nominees, at discretion, refer disagreement resulting from 11.4.2.3 to dispute resolution under 26.3.0. | As necessary   |
| KDFN and other affected YFNs, Government | Make reasonable efforts to reach a consensus as to the individuals which each party nominates to the RLUPC.                    | When making nominations to the RLUPC                   |
| <b><u>If consensus is reached:</u></b>   |  |  |
| KDFN and other affected YFNs, Government | Nominate those individuals.  | As soon as practicable                                 |
| OR                                       |  |  |
| <b><u>If no consensus reached:</u></b>   |  |  |
| KDFN and other affected YFNs, Government | At discretion, give written notice to the other party identifying the individuals which it intends to nominate to the RLUPC.   | As necessary   |
| KDFN and other affected YFNs, Government | At discretion, nominate named individuals.   | At least 14 days after notice provided                 |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Approval of regional land use plans by Government (Non-Settlement Land)

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** RLUPC, KDFN, other affected YFNs, affected Yukon communities

**OBLIGATIONS ADDRESSED:**

11.6.2 Government, after Consultation with any affected Yukon First Nation and any affected Yukon community, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying on Non-Settlement Land.

11.6.3 If Government rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons, or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:

11.6.3.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to Government, with written reasons; and

11.6.3.2 Government shall then approve, reject or modify that part of the plan recommended under 11.6.3.1 applying on Non-Settlement Land, after Consultation with any affected Yukon First Nation and any affected Yukon community.

**CROSS REFERENCED CLAUSES:** 11.4.4, 11.6.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                      |
|-----------------------|---|--|
| Government            | Notify KDFN and other affected Yukon First Nations and Yukon communities that Non-Settlement Land aspects of recommended regional land use plan are being considered by Government. | Upon receipt of recommended regional land use plan |
| Government            | Provide information about the recommended plan as it applies to Non-Settlement land and indicate reasonable time for response.  | At time of notification                            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b>                                     | <b>Activities</b>   | <b>Timing</b>  |
|---|---|--|
| KDFN, other affected YFNs, and affected Yukon communities | Review information and prepare and present views.   | Within reasonable period of time indicated by Government |
| Government  | Provide full and fair consideration of views.   | Before responding to the RLUPC                           |
| Government  | Prepare and forward the Government response to aspects of the plan dealing with Non-Settlement Land to the RLUPC, including written reasons for any modifications proposed and/or written reasons for rejecting plan.   | After Consultation with YFNs and communities             |
| RLUPC   | If the plan is not supported in its entirety, reconsider plan in light of Government response and make final recommendation for plan to Government, including written reasons.  | Upon receipt of Government response to plan              |
| Government  | Repeat first four activities with KDFN, other affected Yukon First Nations and affected Yukon communities for those items that may have been modified by the RLUPC in its final recommendation and any outstanding issues remaining between the RLUPC and Government. | Prior to final decision by Government                    |
| Government  | Prepare and forward to the RLUPC the final Government acceptance, rejection or modification of aspects of the plan dealing with Non-Settlement Land.  | After Consultation with YFNs and communities             |

**Planning Assumptions**

1. To the extent practicable, Government and KDFN will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.
2. When reviewing the part of the plan which applies to Non-Settlement Land, Government will consider the entire recommended regional land use plan.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Approval of regional land use plans by KDFN (Settlement Land)

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** RLUPC, Government

**OBLIGATIONS ADDRESSED:**

11.6.4 Each affected Yukon First Nation, after Consultation with Government, shall approve, reject or propose modifications to that part of the recommended regional land use plan applying to the Settlement Land of that Yukon First Nation.

11.6.5 If an affected Yukon First Nation rejects or proposes modifications to the recommended plan, it shall forward either the proposed modifications with written reasons or written reasons for rejecting the recommended plan to the Regional Land Use Planning Commission, and thereupon:

11.6.5.1 the Regional Land Use Planning Commission shall reconsider the plan and make a final recommendation for a regional land use plan to that affected Yukon First Nation, with written reasons; and

11.6.5.2 the affected Yukon First Nation shall then approve, reject or modify the plan recommended under 11.6.5.1 after Consultation with Government.

**CROSS REFERENCED CLAUSES:** 11.4.4, 11.6.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| KDFN                  | Notify Government that Settlement Land aspects of the recommended regional land use plan are being considered by the KDFN. | Upon receipt of recommended regional land use plan       |
| KDFN                  | Provide information about recommended plan as it applies to Settlement Land and indicate reasonable time for response.     | At time of notification                                  |
| Government            | Review information and prepare and present views.  | Within reasonable period of time frame indicated by KDFN |
| KDFN                  | Provide full and fair consideration of views.  | Before responding to the RLUPC                           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                         |
|-----------------------|---|---------------------------------------|
| KDFN                  | Prepare and forward the KDFN response to aspects of the plan dealing with Settlement Land to the RLUPC, including written reasons for any modifications proposed and/or written reasons for rejecting plan. | After Consultation with Government    |
| RLUPC                 | If the plan is not supported in its entirety, reconsider plan in light of KDFN response and make final recommendation for plan to KDFN, including written reasons.  | Upon receipt of KDFN response to plan |
| KDFN and Government   | Repeat first four activities for those items that may have been modified by the RLUPC in its final recommendation.  | Prior to final decision by KDFN       |
| KDFN                  | Prepare and forward to the RLUPC the final KDFN acceptance, rejection or modification of aspects of the plan dealing with Settlement Land.  | After Consultation with Government    |

**Planning Assumptions**

1. To the extent practicable, Government and KDFN will undertake the necessary Consultation with respect to Non-Settlement and Settlement Land aspects of the plan in a coordinated fashion.
2. When reviewing the part of the plan which applies to Settlement Land, KDFN will consider the entire recommended regional land use plan.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Annual discussion on land use planning initiatives, priorities and opportunities for joint sub-regional or district land use planning

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

11.8.3.1 Upon written request, Government and the Kwanlin Dun First Nation shall meet once a year to discuss Government and Kwanlin Dun First Nation land use planning initiatives, priorities and opportunities for joint sub-regional or district land use planning in the Traditional Territory of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** 11.8.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                   |
|-----------------------|---|---|
| KDFN or Yukon         | At discretion, request in writing that the parties meet to discuss land use planning initiatives, priorities and opportunities for joint sub-regional or district planning. | Annually as required                            |
| KDFN and Yukon        | Meet to discuss land use planning initiatives, priorities and opportunities for joint sub-regional or district planning.  | As soon as practicable after receipt of request |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Process where Government and KDFN agree to develop sub-regional or district land use plans jointly   |
| <b>RESPONSIBLE PARTY:</b>     | Yukon and KDFN   |
| <b>PARTICIPANT / LIAISON:</b> | None identified  |
| <b>OBLIGATIONS ADDRESSED:</b> |  |
| 11.8.4                        | If Government and a Yukon First Nation agree to develop a sub-regional or district land use plan jointly, the plan shall be developed in accordance with the provisions of this chapter.   |
| 11.8.4.1                      | Where Government proposes to develop a sub-regional or district land use plan for a sub-region or district within the Traditional Territory of the Kwanlin Dun First Nation, Government shall, subject to 11.8.4.2, 11.8.4.3 and 11.8.4.6, develop that plan jointly with the Kwanlin Dun First Nation.  |
| 11.8.4.4                      | At least 30 days prior to commencing development of a proposed sub-regional or district land use plan, Government shall provide written notice to the Kwanlin Dun First Nation of either its intent to develop the proposed plan jointly with the Kwanlin Dun First Nation or its decision to develop the proposed plan on its own.  |
| 11.8.4.5                      | Within 14 days of receipt of a notice under 11.8.4.4 from Government that it intends to develop a proposed sub-regional or district land use plan jointly, the Kwanlin Dun First Nation shall provide written notice to Government of whether it wishes to participate in the development of a joint plan.   |
| 11.8.4.6                      | Where the Kwanlin Dun First Nation provides written notice to Government that it does not wish to develop a proposed sub-regional or district land use plan jointly or fails to provide any notice to Government within the time specified in 11.8.4.5, Government may develop the proposed plan on its own.   |
| 11.8.4.9                      | Subsequent to provision of a notice under 11.8.4.4 and commencement of the sub-regional or district land use planning, Government shall, within 30 days of receipt of a written request by the Kwanlin Dun First Nation, provide the following information if such information is available at the time of the request:<br><br>(a) the planning terms of reference;<br><br>(b) the preliminary sub-regional or district land use plan;<br><br>(c) the final approved sub-regional or district land use plan; and |

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(d) the implementation of the sub-regional or district land use plan.

11.8.4.10 For greater certainty, if Government and the Kwanlin Dun First Nation agree to develop a sub-regional or district land use plan jointly, that plan shall be developed by a Regional Land Use Planning Commission established pursuant to 11.4.0, or a body similar in composition, and that plan shall be approved in accordance with the process set out in 11.6.0.

11.8.4.11 Where Government and the Kwanlin Dun First Nation agree to develop a sub-regional or district land use plan jointly, the need to involve other affected Yukon First Nations in the planning process shall be addressed.

**CROSS REFERENCED CLAUSES:** 11.4.0 (all), 11.6.0 (all), 11.8.4.2, 11.8.4.3, 11.8.4.7, 11.8.4.8, 11.8.5, 11.9.4

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| Yukon  | Provide written notice of intent to develop a proposed sub-regional or district land use plan jointly with KDFN ("the joint plan").  | At least 30 days prior to commencing development of the joint plan       |
| KDFN   | Provide written notice to Yukon of whether it wishes to participate in the development of a joint plan.                              | Within 14 days of receipt of the notice from Yukon                       |
| <u>If KDFN provides written notice that it wishes to participate in the development of a joint plan:</u> |  |  |
| Yukon, KDFN  | Direct that the joint plan be developed by a RLUPC or a body similar in composition in accordance with the provisions of Chapter 11. | As soon as practicable after receiving written notice from KDFN          |
| KDFN   | At discretion, request in writing information on specified matters in 11.8.4.9.  | After the commencement of the sub-regional or district land use planning |
| Yukon  | Provide information available at the time of the request with respect to specified matters in 11.8.4.9.                              | Within 30 days of receipt of KDFN's written request                      |

**Planning Assumption**

1. Where KDFN provides written notice that it does not want to develop a joint plan or fails to provide written notice to Yukon on the matter within 14 days of receiving notice from Yukon, Yukon may develop the proposed plan on its own.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Process where Yukon seeks to develop sub-regional or district land use plans on its own

**RESPONSIBLE PARTY:** Yukon and KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

11.8.4.2 Where Government believes that reasonable grounds exist to not develop a proposed sub-regional or district land use plan jointly with Kwanlin Dun First Nation, Government may, subject to 11.8.4.3, develop the proposed plan on its own.

11.8.4.3 Prior to developing a proposed sub-regional or district land use plan on its own pursuant to 11.8.4.2, Government shall meet with Kwanlin Dun First Nation to discuss the circumstances underlying its belief that reasonable grounds exist for not developing a plan jointly with a view to resolving those circumstances in order that a plan can be developed jointly.

11.8.4.4 At least 30 days prior to commencing development of a proposed sub-regional or district land use plan, Government shall provide written notice to Kwanlin Dun First Nation of either its intent to develop the proposed plan jointly with Kwanlin Dun First Nation or its decision to develop the proposed plan on its own.

11.8.4.8 Where Government decides in accordance with the provisions of 11.8.4.2 to develop a sub-regional or district land use plan on its own, the notice required pursuant to 11.8.4.4 shall include the following:

- (a) the proposed sub-region or district of the Traditional Territory of Kwanlin Dun First Nation to be planned;
- (b) the nature of the planning in the proposed sub-region or district of the Traditional Territory of the Kwanlin Dun First Nation; and
- (c) any other matter considered relevant by the party carrying out the planning.

11.8.4.9 Subsequent to provision of a notice under 11.8.4.4 and commencement of the sub-regional or district land use planning, Government shall, within 30 days of receipt of a written request by Kwanlin Dun First Nation, provide information and/or briefings with respect to the following matters, if completed at the time of such request:

- (a) the planning terms of reference;
- (b) the preliminary sub-regional or district land use plan;

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- (c) the final approved sub-regional or district land use plan; and
- (d) the implementation of the sub-regional or district land use plan.

**CROSS REFERENCED CLAUSES: 11.8.4 , 11.8.5**

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Yukon                 | Meet with KDFN to discuss the circumstances underlying its belief that reasonable grounds exist for not developing a plan jointly, with a view to resolving those circumstances in order that a plan can be developed jointly. | Prior to developing a proposed sub-regional or district land use plan pursuant to 11.8.4.2            |
| Yukon                 | Provide written notice to KDFN of its decision to develop the proposed plan pursuant to 11.8.4.2. The notice shall include the items listed in 11.8.4.8.   | At least 30 days prior to commencing development of a proposed sub-regional or district land use plan |
| Yukon                 | Commence development of proposed plan.   | At discretion   |
| KDFN                  | At discretion, request in writing information on specified matters in 11.8.4.9.  | After the commencement of the sub-regional or district land use planning                              |
| Yukon                 | Provide information or briefings with respect to specified matters in 11.8.4.9.  | Within 30 days of receipt of KDFN's written request   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** The ownership and management of Heritage Resources on Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

- 13.3.1 Each Yukon First Nation shall own and manage Moveable Heritage Resources and non-Moveable Heritage Resources and Non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by that Yukon First Nation.
- 13.4.4 A Yukon First Nation or a Yukon Indian Person who is an owner of a Heritage Resource may transfer the ownership or custody of the Heritage Resource to another Yukon First Nation or to another aboriginal person.
- 13.4.7 Any granting of access to the public, third parties or Government to Settlement Land shall not divest the Yukon First Nation of the ownership or management of Heritage Resources on Settlement Land.
- 13.10.8 Yukon First Nations shall own all Documentary Heritage Resources found on Settlement Land other than Public Records or records which are the private property of any Person.

**CROSS REFERENCED CLAUSES:** 13.3.8, 13.4.1, 13.4.2, 13.4.8

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                       |
|-----------------------|--|-------------------------------------|
| KDFN                  | Develop and establish policies and procedures via mechanisms such as community-based research, regarding: <ul style="list-style-type: none"><li>- management of Moveable Heritage Resources, non-Moveable Heritage Resources and non-Public Records, other than records which are the private property of any Person, found on its Settlement Land and on those Beds of waterbodies owned by KDFN; and</li><li>- determination of ownership of those records which may be considered private property.</li></ul> | On initiative of KDFN               |
| KDFN                  | Establish a system to register ownership or custody of Heritage Resources, as required for transfer.   | At discretion, after Effective Date |
| KDFN                  | Manage resources.  | As necessary                        |

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**Planning Assumption**

1. Canada and Yukon will assist KDFN to access existing funding programs, if any, including those programs designed to develop facilities to display and house Heritage Resources.

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**PROJECT:** The ownership and management of ethnographic Moveable Heritage Resources and Documentary Heritage Resources which are directly related to Yukon Indian People and are found in KDFN Traditional Territory

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon, other YFNs

**PARTICIPANT / LIAISON:** YHRB

**OBLIGATIONS ADDRESSED:**

13.3.2 Subject to 13.3.5 to 13.3.7, each Yukon First Nation shall own and manage ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person, that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.

13.3.2.1 If more than one Yukon First Nation asserts ownership of a Heritage Resource pursuant to 13.3.2, they shall attempt to resolve the matter among themselves, and, failing resolution, any one of them may refer the matter to the Yukon Heritage Resources Board which shall determine ownership of the Heritage Resource in dispute.

13.3.5 In the event that a Moveable Heritage Resource found on Non-Settlement Land in a Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, that object shall be held in custody by Government until the nature of the object has been determined.

13.3.6 If the object in 13.3.5 is determined by the Yukon Heritage Resources Board to be:

13.3.6.1 an ethnographic object directly related to the culture and history of Yukon Indian People, it shall be owned and managed by the Yukon First Nation in whose Traditional Territory it was found; or

13.3.6.2 an ethnographic object not directly related to the culture and history of Yukon Indian People, or to be a palaeontological or an archaeological object, it shall be owned and managed by Government.

**CROSS REFERENCED CLAUSES:** 13.3.3, 13.3.7, 13.3.8, 13.4.1, 13.4.2, 13.4.8, 13.5.3, 13.5.3.6, 13.6.1

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| Responsibility   | Activities  | Timing                             |
|------------------|---|------------------------------------|
| KDFN             | <p>Develop and establish policies and procedures via mechanisms such as community-based research regarding:</p> <ul style="list-style-type: none"> <li>– management of all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People;</li> <li>– determination of ownership of those records which may be considered private property; and</li> <li>– resolution of disputes when more than one YFN asserts ownership of a Heritage Resource.</li> </ul> | On initiative of KDFN              |
| KDFN             | <p>In accordance with its policies and procedures, manage all ethnographic Moveable Heritage Resources and Documentary Heritage Resources that are not Public Records and that are not the private property of any Person and that are found in its respective Traditional Territory and that are directly related to the culture and history of Yukon Indian People.</p>   | Ongoing                            |
| KDFN, other YFNs | <p>If more than one YFN asserts ownership of a Heritage Resource, attempt to resolve dispute.</p>   | As disputes occur                  |
| KDFN             | <p>If the YFNs are unable to resolve the dispute among themselves, at discretion, refer to the YHRB.</p>  | Within a reasonable period of time |
| Canada or Yukon  | <p>If any Moveable Heritage Resource found on Non-Settlement Land in KDFN Traditional Territory cannot be readily identified as an ethnographic object directly related to the culture and history of Yukon Indian People, hold object in custody until the nature of the object has been determined.</p>   |                                    |

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>          |
|-----------------------|--|------------------------|
| Canada or Yukon       | Manage object, if YHRB determines the object is an ethnographic object not directly related to the culture and history of Yukon Indian People. | After dispute resolved |
| KDFN                  | Manage object, if YHRB determines the object is an ethnographic object directly related to the culture and history of Yukon Indian People.     | After dispute resolved |

**Planning Assumption**

1. Yukon and Canada will assist KDFN to access existing funding programs, if any, including those programs designed to develop facilities to display and house Heritage Resources.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Allocation of Government program resources for the development and management of Heritage Resources of Yukon Indian People

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT / LIAISON:** Yukon Indian People, YHRB, other Yukon First Nation(s)

**OBLIGATIONS ADDRESSED:**

- 13.4.1 As the Heritage Resources of Yukon Indian People are underdeveloped relative to non-Indian Heritage Resources, priority in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management shall, where practicable, be given to the development and management of Heritage Resources of Yukon Indian People, until an equitable distribution of program resources is achieved.
- 13.4.2 Once an equitable distribution of program resources is achieved, Heritage Resources of Yukon Indian People shall continue to be allocated an equitable portion of Government program resources allocated from time to time for Yukon Heritage Resources development and management.

**CROSS REFERENCED CLAUSES:** 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8 (all), 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1 (all), 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all); 28.3.3.5

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Canada, Yukon, KDFN   | Meet to: <ul style="list-style-type: none"><li>– complete terms of reference and a work plan, including time frames, for the preparation of a strategic plan with respect to the development and management of Heritage Resources in KDFN Traditional Territory; and</li><li>– discuss steps that can be initiated towards achieving the objectives of 13.4.1 and 13.4.2 in the interim prior to completion of the strategic plan.</li></ul> | Within 6 months after the Effective Date or as soon thereafter as the Parties agree is reasonable       |
| Canada, Yukon, KDFN   | Develop and approve the strategic plan.  | As agreed by Parties and the YHRB, following completion of terms of reference and/or the strategic plan |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| YHRB                  | At discretion, review and make recommendations to Canada, Yukon and KDFN regarding the strategic plan and ways in which YHRB could monitor implementation of the strategic plan. | Within a reasonable time following receipt of the strategic plan |
| Canada, Yukon, KDFN   | Implement the strategic plan.  | Following completion of the strategic plan                       |
| Canada, Yukon, KDFN   | Jointly monitor implementation of the strategic plan, and review and amend the plan from time to time as may be agreed.  | Ongoing  |

**Planning Assumptions**

1. The strategic plan will set out a collaborative, complementary approach to the development and management of heritage resources in KDFN Traditional Territory, and will provide a framework to guide the priority-setting in the allocation of Government program resources available from time to time for Yukon Heritage Resources development and management which shall, where practicable, be given to the development and management of the Heritage Resources of Yukon Indian People until an equitable distribution of program resources is achieved, by:
  - a) identifying related long-term and short-term priorities of KDFN, Canada and the Yukon;
  - b) coordinating the activities, projects and/or short-term or long-term plans by which each party will address its identified priorities and common priorities of the Parties;
  - c) identifying sources of funding and/or other resources from KDFN, Canada and the Yukon, as appropriate and as may be available from time to time, to support the activities, projects and/or plans, including opportunities to partner such activities, projects and/or plans with other related initiatives of those governments; and
  - d) identifying opportunities and developing strategies to access any additional sources of funding and/or other resources for which the activities, projects and/or plans may be eligible.
2. Terms of reference for the strategic plan shall include:
  - a) consideration of the objectives set out in 13.1.0;
  - b) an approach that recognizes the historical underdevelopment of the Heritage Resources of Yukon Indian People;

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

- c) establishment of criteria and a process for evaluation of progress in achieving and maintaining an equitable distribution of Government program resources available from time to time for the development and management of Heritage Resources of Yukon Indian People as required pursuant to 13.4.1 and 13.4.2, including consideration of:
  - how the activities, projects and/or plans set out in the strategic plan, and related allocations of Government program resources, contribute to achieving the objective of 13.4.1 and 13.4.2 with respect to equitable distribution of program resources; and
  - allocations of Government program resources for the development and management of Heritage Resources of Yukon Indian People of all Yukon First Nations; and
- d) consideration of the activities required pursuant to 2.6.7, 13.1.0 (all), 13.3.1, 13.3.2 (all), 13.3.3, 13.3.4, 13.3.5, 13.3.6 (all), 13.3.8 (all), 13.4.3, 13.4.8, 13.5.3 (all), 13.7.1, 13.8.1.2, 13.8.1.3, 13.8.1.4, 13.8.2, 13.8.3 (all), 13.8.7 (all), 13.9.1, 13.10.4, 13.10.5, 13.10.7, 13.10.8, 13.11.2, 13.11.3, 13.11.4; Chapter 13 Schedule A (all), 28.3.3.5.

3. The terms of reference for the strategic plan may also include:

- a) the roles and participation of the Parties in developing, monitoring, reviewing and amending the strategic plan; and
- b) such other matters as the Parties may agree.

4. The development and implementation of the strategic plan, as described in the activities set out above, may be coordinated with the development and implementation of similar strategic plans for (an) other Yukon First Nation(s), at the discretion of Government, KDFN and the other Yukon First Nation(s).

5. The development and management of the Heritage Resources of Yukon Indian People in that part of KDFN Traditional Territory which, from time to time, overlaps the Traditional Territory of another YFN, will not be addressed in the strategic plan except to the extent that ownership of the Heritage Resource has been established pursuant to 13.3.2.1.

6. At discretion of the YHRB, the Parties may consult with the YHRB at any time during development of the terms of reference and/or of the strategic plan.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The development of programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to Yukon Indian People

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

13.4.3 Government, where practicable, shall assist Yukon First Nations to develop programs, staff and facilities to enable the repatriation of Moveable and Documentary Heritage Resources relating to the culture and history of Yukon Indian People which have been removed from the Yukon, or are retained at present in the Yukon, where this is consistent with the maintenance of the integrity of national or territorial collections.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.4.8, 13.10.2

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>              |
|-----------------------|--|----------------------------|
| KDFN                  | Develop and establish policies and procedures relating to repatriation, including policies to determine ownership of those Moveable and Documentary Heritage Resources which may be considered private property. | On initiative of KDFN      |
| KDFN and Government   | Discuss and determine assistance required to enable repatriation.  | At the request of the KDFN |
| Yukon and/or Canada   | Provide technical and information assistance to KDFN to assist it to develop programs, staff and facilities.   | As practicable             |

**Planning Assumption**

1. Government will assist KDFN to access existing funding programs, if any, including those programs designed to develop facilities to display and house Heritage Resources.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with KDFN on Legislation and related policies on Heritage Resources in the Yukon

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

13.4.5 Government shall Consult Yukon First Nations in the formulation of Legislation and related Government policies on Heritage Resources in the Yukon.

**CROSS REFERENCED CLAUSES:** 13.10.3

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN,<br>Government   | Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines, and any other information required by KDFN and Government. | Within 60 days after the Effective Date, or as soon thereafter as the parties agree is reasonable |
| Government            | Notify KDFN of subject matter of any proposed legislative or policy changes related to Heritage Resources in the Yukon.   | As necessary, following Effective Date  |
| KDFN                  | Prepare and present views to Government.  | Within reasonable time as set out in the arrangements and procedures for Consultation             |
| Government            | Provide full and fair consideration to views presented by KDFN.   |   |
| Government            | Notify KDFN of outcome.   | As practicable  |

**Planning Assumption**

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to the KDFN

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** YHRB

**OBLIGATIONS ADDRESSED:**

13.4.8 In accordance with Government procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to any agreements respecting records or the information contained in them, Government, within existing budgets, shall facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites which relate to Yukon First Nations.

**CROSS REFERENCED CLAUSES:** 2.7.1, 13.4.1, 13.4.2, 13.5.3, 13.5.3.7

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                |
|-----------------------|--|--|
| Government            | Facilitate the preparation of an inventory of Moveable Heritage Resources and Heritage Sites, within existing budgets.                       | After the Effective Date                     |
| KDFN,<br>Government   | Indicate, in the case of Moveable Heritage Resources and Heritage Sites, the location and origin of the Resources and Sites, where possible. | During development of inventory              |
| Government            | Notify YHRB that inventory is being prepared and seek input regarding inventory of Moveable Heritage Resources and Heritage Sites.           | During development of inventory              |
| YHRB                  | At discretion, review and make recommendations to Government regarding inventory of Moveable Heritage Resources and Heritage Sites.          | As soon as practicable after notice received |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Development of a manual to include definitions relating to heritage resources

**RESPONSIBLE PARTY:** YFNs, Yukon, Canada

**PARTICIPANT / LIAISON:** YHRB

**OBLIGATIONS ADDRESSED:**

13.5.3 The Board may make recommendations to the Minister and to Yukon First Nations on:

13.5.3.6 the development, revision and updating of a manual including definitions of ethnographic, archaeological, palaeontological and historic resources, to facilitate the management and interpretation of these resources by Government and Yukon First Nations, such manual to be developed by Yukon First Nations and Government;

**CROSS REFERENCED CLAUSES:** 13.3.2.1, 13.3.6, 13.3.7, 13.4.1, 13.4.2, 13.5.4

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| YFNs or Yukon         | Notify parties of intent to begin development of manual.                    | At discretion  |
| YFNs and Yukon        | Convene meeting to discuss.   | As arranged by parties                                       |
| Yukon and YFNs        | Notify YHRB that manual is being prepared and seek input.                   | Upon readiness of parties to undertake development of manual |
| YHRB                  | Make recommendations to Yukon, YFNs and Canada regarding the manual.        | As soon as practicable after notice received                 |
| Yukon and YFNs        | Reach agreement on manual.  | As soon as practicable                                       |
| Yukon and YFNs        | Provide Canada with definitions to be used in manual, and ask for response. | After agreement reached between Yukon and YFNs               |
| Canada                | Respond to Yukon and YFNs.  | Within a reasonable period of time                           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>          |
|-----------------------|--|------------------------|
| Yukon and YFNs        | Incorporate Canada's comments in manual, as agreed by YFNs and Yukon. Complete manual. | As soon as practicable |

**Planning Assumptions**

1. When making recommendations respecting issues affecting lands administered by Parks Canada Agency, the YHRB will address recommendations to the appropriate federal Minister.
2. In developing definitions of ethnographic, palaeontological objects etc., it is expected that the Yukon, YFNs, and Canada will agree on a single definition for each term.
3. Pursuant to 13.5.4, if Government or Yukon First Nations are rejecting recommendations of the YHRB, they shall provide the YHRB with one opportunity to resubmit recommendations.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The distribution of research or interpretive reports regarding Yukon Heritage Resources

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

- 13.7.1 Research or interpretive reports produced by Government or its agents regarding Yukon Heritage Resources shall be made available to the affected Yukon First Nation.
- 13.7.2 Where feasible, research reports in 13.7.1 or portions thereof, shall be made available to the public, recognizing that some reports may be restricted due to the sensitive nature of the information contained therein.

**CROSS REFERENCED CLAUSES:** 2.7.1, 13.4.1, 13.4.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Government            | Provide a list of existing research or interpretive reports and, as practicable, reports in preparation.  | At request of KDFN, as soon as practicable after Effective Date |
| KDFN                  | Request the research or interpretive reports that are of interest to KDFN.  | Following receipt of the list                                   |
| Government            | Make available to KDFN the requested research or interpretive reports.  | At request of KDFN  |
| KDFN                  | Notify Government if it has any concerns that the report contains information of a sensitive nature.  | As soon as practicable after receipt of requested reports       |
| Government            | Make a determination, based on concerns expressed by KDFN and/or access to information and privacy legislation whether to release to public. Provide details of decision to KDFN. | Prior to the public release of reports or portions thereof      |

**Planning Assumption**

1. Government shall make best efforts to recognize and respect the sensitivity expressed by KDFN pertaining to publication of such reports, consistent with 13.1.1.1.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The provision of a written inventory of all Heritage Sites directly related to the culture and heritage of Kwanlin Dun within the Traditional Territory of the KDFN

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

13.8.1.1 The ownership of land in the Traditional Territory of the Kwanlin Dun First Nation is not affected by reason of that land being a Heritage Site or a Designated Heritage Site.

13.8.1.2 Government shall provide the Kwanlin Dun First Nation with a written inventory of the sites within the Traditional Territory of the Kwanlin Dun First Nation which are identified by Government as Heritage Sites directly related to the culture and heritage of Kwanlin Dun, including information on their location and character, which have been documented by Government at the Effective Date of this Agreement.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>          |
|-----------------------|---|------------------------|
| Government            | Provide to KDFN, a written inventory of sites within the Traditional Territory of KDFN which are identified by Government as Heritage Sites directly related to the culture and heritage of Kwanlin Dun, including information on their location and character, which have been documented by Government at the Effective Date. | As soon as practicable |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The identification of proposed Designated Heritage Sites or Heritage Sites directly related to the culture and heritage of Kwanlin Dun

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

13.8.1.3 Government shall inform the Kwanlin Dun First Nation when land within the Traditional Territory of the Kwanlin Dun First Nation is identified by Government as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Kwanlin Dun.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.5.3, 13.5.3.9, 13.8.1.4, 13.8.1.6

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                               |
|-----------------------|---|---|
| Government            | Provide written notice to KDFN when land within its Traditional Territory is identified as a proposed Designated Heritage Site or as a Heritage Site directly related to the culture and heritage of Kwanlin Dun. | As soon as practicable after identification |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The interim protection of a Heritage Site on Non-Settlement Land, Category B Settlement Land, or Fee Simple Settlement Land directly related to the culture and heritage of Kwanlin Dun

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

13.8.1.4 When requested by the Kwanlin Dun First Nation, Government shall consider protection within existing Legislation, for a period of time, of a Heritage Site directly related to the culture and heritage of Kwanlin Dun which is on Non-Settlement Land, Category B Settlement Land or Fee Simple Settlement Land within the Traditional Territory of the Kwanlin Dun First Nation, pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site.

13.8.1.5 Government shall Consult with the Kwanlin Dun First Nation regarding the terms and conditions of the temporary protection which might apply to the Heritage Site pursuant to 13.8.1.4.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                |
|-----------------------|--|--|
| KDFN                  | Request, from Government, protection within existing Legislation for a period of time of a Heritage Site directly related to the culture and heritage of Kwanlin Dun on Non-Settlement Land, Category B Settlement Land, or Fee Simple Settlement Land within the Traditional Territory of KDFN pending a decision by the Minister whether to designate the Heritage Site as a Designated Heritage Site. Provide views regarding the terms and conditions of the temporary protection. | When interim protection desired              |
| Government            | Provide fair and full consideration to request for interim protection and KDFN views regarding terms and conditions of the temporary protection.   | As soon as practicable after request of KDFN |
| Government            | Make determination whether to provide interim protection, and on terms and conditions of same.   |  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumption**

1. The above activities should be completed as expeditiously as possible so that where interim protection is deemed to be required, it can be secured without unnecessary delays.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of arrangements for ownership, management and protection of a Heritage Site on Non-Settlement Land

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

13.8.1.7 Government and the Kwanlin Dun First Nation may negotiate arrangements for the ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of the Kwanlin Dun First Nation which is directly related to the culture and heritage of Kwanlin Dun.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.8.1.6, 13.8.2, 13.8.3, 13.8.3.1, 13.8.6

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                           |
|-----------------------|--|---|
| Government or KDFN    | Request commencement of negotiations regarding ownership, management and protection of a Heritage Site on Non-Settlement Land within the Traditional Territory of the KDFN which is directly related to the culture and heritage of Kwanlin Dun.<br>Provide details. | As necessary                            |
| Responding Party      | Review request and determine whether to enter negotiations.  | Following request to enter negotiations |
| Government, KDFN      | If parties agree, enter negotiations.  | As necessary                            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consideration of other resource users in management of interpretive and research activities at Heritage Sites

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

13.8.2 Government and the affected Yukon First Nation shall consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites.

**CROSS REFERENCED CLAUSES:** 5.5.1 (all), 13.4.1, 13.4.2, 13.8.1.6

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                |
|-----------------------|---|------------------------------|
| Government,<br>KDFN   | Consider the land use activities of other resource users in the management of interpretive and research activities at Heritage Sites. | Ongoing after Effective Date |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The development and drafting of a permit system for use in the management of research activities at sites which may contain Moveable Heritage Resources

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

13.8.3 Government and the affected Yukon First Nation shall institute a permit system for research at any site which may contain Moveable Heritage Resources.

13.8.3.1 Government and the Kwanlin Dun First Nation shall Consult each other during the development and drafting of the permit system referred to in 13.8.3.

**CROSS REFERENCED CLAUSES:** 5.5.1 (all), 13.3.1, 13.4.1, 13.4.2, 13.8.3.2

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government and KDFN   | Notify each other of interest to proceed with the development of a permit system to control and monitor research activities at any site which may contain Moveable Heritage Resources. | After Effective Date                                  |
| Government and KDFN   | Review the other party's notice to develop a permit system. Prepare and present views to each other.   | Within a reasonable time indicated by the other party |
| Government, KDFN      | In developing a joint permit system, provide full and fair consideration to the views of the other party.  | Within a reasonable time                              |
| Government, KDFN      | Develop and institute permit system.   | As soon as practicable                                |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Consultation before issuance of permit for research at a Heritage Site which is directly related to the culture and heritage of Kwanlin Dun in the Traditional Territory of the KDFN |
| <b>RESPONSIBLE PARTY:</b>     | Government   |
| <b>PARTICIPANT / LIAISON:</b> | KDFN   |

**OBLIGATIONS ADDRESSED:**

13.8.3.3      Government shall Consult the Kwanlin Dun First Nation before issuing a permit for research at a Heritage Site which is directly related to the culture and heritage of Kwanlin Dun in the Traditional Territory of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** 13.8.3, 13.8.3.2(all), 13.8.4, 13.8.5(all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                    |
|-----------------------|--|--|
| Government            | Notify KDFN of application for a permit for research at a Heritage Site directly related to the culture and heritage of Kwanlin Dun in the Traditional Territory of the KDFN. Provide details. | Upon receipt of application                      |
| KDFN                  | Review request and prepare and present views.  | Within a reasonable time indicated by Government |
| Government            | Provide full and fair consideration to the views of KDFN.  | As soon as practicable                           |
| Government            | Notify KDFN of outcome.  | As soon as practicable                           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The control of access to Designated Heritage Sites

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT / LIAISON:** YHRB

**OBLIGATIONS ADDRESSED:**

13.8.4 Access to Designated Heritage Sites shall be controlled in accordance with the terms of site management plans which have been reviewed by the Board, and approved and implemented by Government or the affected Yukon First Nation.

13.8.5 Government and the affected Yukon First Nation, when controlling access to Designated Heritage Sites, shall consider:

- 13.8.5.1 the interests of permitted researchers;
- 13.8.5.2 the interest of the general public; and
- 13.8.5.3 the requirements of special events and traditional activities.

**CROSS REFERENCED CLAUSES:** 10.5.1, 10.5.2, 13.8.1 (all), 13.8.2, 13.8.3.2, 13.8.3.3

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| <b>Responsibility</b>           | <b>Activities</b>   | <b>Timing</b>   |
|---------------------------------|---|---|
| Yukon and/or Canada and/or KDFN | Establish policies and procedures to control access to Designated Heritage Sites in accordance with the terms of approved site management plans considering the requirements and interests of 13.8.5. | As soon as practicable after completion of management plans |
| Yukon and/or Canada and/or KDFN | Control access in accordance with the policies and procedures developed.  | Ongoing   |

**Planning Assumption**

1. Responsibility for monitoring and enforcement of access to Designated Heritage Sites will be addressed in the management plans.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The protection of Heritage Resources accidentally discovered on KDFN Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Surface Rights Board

**OBLIGATIONS ADDRESSED:**

13.8.7.1 A Person who accidentally discovers a Heritage Resource on Kwanlin Dun First Nation Settlement Land shall take such steps as are reasonable in all the circumstances to safeguard the Heritage Resource and shall report as soon as practicable that discovery to the Kwanlin Dun First Nation.

13.8.7.2 A Person described in 13.8.7.1 who is not exercising a right of access or a right to use Kwanlin Dun First Nation Settlement Land provided for in this Agreement may only continue to disturb a Heritage Site or Moveable Heritage Resource with the consent of the Kwanlin Dun First Nation.

13.8.7.3 A Person described in 13.8.7.1 who is exercising a right of access or a right to use Kwanlin Dun First Nation Settlement Land provided for in this Agreement shall not further disturb a Heritage Site or a Moveable Heritage Resource unless permitted by Laws of General Application, and that Person obtains:

- (a) the consent of the Kwanlin Dun First Nation; or
- (b) failing consent, an order of the Surface Rights Board setting out the terms and conditions of further disturbing the Heritage Site or Moveable Heritage Resource.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.8.7.4

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| KDFN                  | Develop procedures with respect to the reporting of the accidental discovery of a Heritage Resource and the safeguarding of the Heritage Resource. | Within one year of Effective Date                           |
| Person                | Take reasonable steps to safeguard Heritage Resource. Report accidental discovery of Heritage Resource.  | As soon as practicable after discovery of Heritage Resource |
| KDFN                  | Receive report of accidental discovery of a Heritage Resource. Ensure disturbance of Heritage Site or Moveable Heritage Resource has ceased.       | As soon as practicable after discovery or receipt of report |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                 |
|-----------------------|---|---|
| Person                | Make request for consent to continue to disturb Heritage Resource.  | Upon or following report to KDFN              |
| KDFN                  | If request made to KDFN, grant or deny consent to further disturb a Heritage Site or Moveable Heritage Resource. Notify Person of decision. | Within a reasonable time of the request       |
| KDFN                  | If application is made to the Surface Rights Board prepare and respond to application.  | In accordance with Surface Rights Board rules |

**Planning Assumptions:**

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of Heritage Resources on KDFN Settlement Land, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a Heritage Resource.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a Heritage Resource.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | The protection of Documentary Heritage Resources that have been accidentally discovered on Settlement Land and reported to the KDFN |
| <b>RESPONSIBLE PARTY:</b>     | Government, KDFN  |
| <b>PARTICIPANT / LIAISON:</b> | None identified   |

**OBLIGATIONS ADDRESSED:**

13.8.7.4 The Kwanlin Dun First Nation shall report to Government, as soon as practicable, the discovery on Kwanlin Dun First Nation Settlement Land of any Documentary Heritage Resource reported to it under 13.8.7.1.

13.8.7.5 Government and the Kwanlin Dun First Nation shall attempt to agree whether a Documentary Heritage Resource described in 13.8.7.4 is a Public Record or a Non-Public Record and, failing agreement, either may refer the matter to the dispute resolution process under 26.3.0.

13.8.7.6 If a Documentary Heritage Resource is a Non-Public Record, the Kwanlin Dun First Nation shall make reasonable efforts to determine if it is privately owned.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.8.7.1, 26.3.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Government, KDFN      | Develop arrangements and procedures for the reporting of accidental discoveries.  | Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable |
| KDFN                  | Report to Government the discovery of any Documentary Heritage Resource reported to KDFN under 13.8.7.1.                                | As soon as practicable after receiving report  |
| Government, KDFN      | Attempt to agree whether the Documentary Heritage Resources is a Public Record or a Non-Public Record.                                  |  |
| Government or KDFN    | If parties fail to reach an agreement, at discretion, refer the matter to the dispute resolution process under 26.3.0.                  | Within a reasonable period of time   |
| KDFN                  | If a Documentary Heritage Resource is classified as a Non-Public Record, make reasonable efforts to determine if it is privately owned. | Within a reasonable period of time   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The establishment of procedures to manage KDFN Burial Sites on Settlement Land

**RESPONSIBLE PARTY:** KDFN, Government

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;

13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.9.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| KDFN, Government      | Develop and establish policies and procedures to:<br>– manage and protect KDFN Burial Sites on KDFN Settlement Land;<br>– restrict access;<br>– report discovery of KDFN Burial Site; and<br>– prevent disturbance. | Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable |

**Planning Assumptions**

1. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of KDFN Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a KDFN Burial Site.
2. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a KDFN Burial Site.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The establishment of procedures to manage KDFN Burial Sites on Non-Settlement Land

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

13.9.1 Government and Yukon First Nations shall each establish procedures to manage and protect Yukon First Nation Burial Sites which shall:

- 13.9.1.1 restrict access to Yukon First Nation Burial Sites to preserve the dignity of the Yukon First Nation Burial Sites;
- 13.9.1.2 where the Yukon First Nation Burial Site is on Non-Settlement Land, require the joint approval of Government and the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located for any management plans for the Yukon First Nation Burial Site; and
- 13.9.1.3 provide that, subject to 13.9.2, where a Yukon First Nation Burial Site is discovered, the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located shall be informed, and the Yukon First Nation Burial Site shall not be further disturbed.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.9.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Government,<br>KDFN   | Develop and establish policies and procedures to: <ul style="list-style-type: none"><li>– manage and protect KDFN Burial Sites on Non-Settlement Land;</li><li>– restrict access;</li><li>– inform KDFN when a KDFN Burial Site is discovered; and</li><li>– prevent further disturbance.</li></ul> | Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable |
| Government,<br>KDFN   | Jointly approve management plans, if developed.   | After the development of a management plan   |

**Planning Assumptions**

1. During the development of procedures, the parties will exchange information on any known burial sites within KDFN Traditional Territory.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

2. The Parties will undertake to share advance drafts of material intended for public distribution relating to the accidental discovery of KDFN Burial Sites, and to include mutually acceptable material in any publications containing information dealing with activities which may result in the accidental discovery of a KDFN Burial Site.
3. Where practicable, material published shall include descriptive cultural information to facilitate recognition of a KDFN Burial Site.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The determination of terms and conditions upon which a KDFN Burial Site may be further disturbed following its discovery

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

- 13.9.2 Where a Person discovers a Yukon First Nation Burial Site in the course of carrying on an activity authorized by Government or a Yukon First Nation, as the case may be, that Person may carry on the activity with the agreement of the Yukon First Nation in whose Traditional Territory the Yukon First Nation Burial Site is located.
- 13.9.3 In the absence of agreement under 13.9.2, the Person may refer the dispute to arbitration under 26.7.0 for a determination of the terms and conditions upon which the Yukon First Nation Burial Site may be further disturbed.

**CROSS REFERENCED CLAUSES:** 13.9.1 (all), 26.7.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                           |
|-----------------------|--|---|
| KDFN                  | Develop the necessary policies and procedures in order to process and review applications.   | Within one year of Effective Date       |
| Person                | Seek consent of KDFN to carry on authorized activity.  | Following discovery of YFN burial site  |
| KDFN                  | Review application for consent to pursue authorized activity and establish any necessary terms or conditions, or withhold consent. Notify applicant of decision. | Upon receipt of application for consent |
| KDFN                  | If no agreement with respect to terms and conditions, respond to referral to arbitration under 26.7.0.   | If referred to arbitration              |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Development of policies and procedures regarding the exhumation, examination and reburial of human remains from a KDFN Burial Site

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

- 13.9.4 Any exhumation, examination, and reburial of human remains from a Yukon First Nation Burial Site ordered by an arbitrator under 13.9.3 shall be done by, or under the supervision of, that Yukon First Nation.
- 13.9.5 Except as provided in 13.9.2 to 13.9.4, any exhumation, scientific examination and reburial of remains from Yukon First Nation Burial Sites shall be at the discretion of the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 13.9.1 (all), 13.9.2, 13.9.3

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                              |
|-----------------------|---|--|
| KDFN                  | Develop and establish policies and procedures with respect to the disturbance of a KDFN Burial Site and the exhumation, examination, and reburial of human remains. | At discretion of KDFN after Effective Date |
| KDFN                  | If exhumation, examination or reburial is ordered by an arbitrator under 13.9.3, perform or supervise any exhumation, examination and reburial of human remains.    | As necessary                               |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The provision of Documentary Heritage Resources in Government custody for copying by the KDFN

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

13.10.2 In accordance with Government policies and procedures on access to and duplication of records, and subject to access to information, protection of privacy and copyright Legislation and to agreements respecting the records, Government shall make available to a Yukon First Nation, for copying, Documentary Heritage Resources in Government custody relating to that Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 2.7.1, 13.4.8

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>      |
|-----------------------|---|--------------------|
| Government            | Make available to KDFN any existing list of Documentary Heritage Resources in Government custody relating to KDFN.          | At request of KDFN |
| Government            | Make available for copying any of the Documentary Heritage Resources in accordance with Government policies and procedures. | At request of KDFN |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with KDFN on Legislation and related policies on Documentary Heritage Resources in the Yukon relating to Yukon Indian People

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

13.10.3 Yukon First Nations shall be Consulted in the formulation of any Legislation and related Government policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

**CROSS REFERENCED CLAUSES:** 13.4.5

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN,<br>Government   | Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines, and any other information required by KDFN and Government. | Within 60 days after the Effective Date, or as soon thereafter as the parties agree is reasonable |
| Government            | Notify KDFN of subject matter of any proposed changes to legislation or policy on Documentary Heritage Resources in the Yukon relating to Yukon Indian People.                    | As necessary  |
| KDFN                  | Prepare and present views to Government.  | Within reasonable time as set out in arrangements and procedures for Consultation                 |
| Government            | Provide full and fair consideration to views presented by KDFN.   |   |
| Government            | Notify KDFN of outcome.   | As practicable  |

**Planning Assumption**

1. The arrangements and procedures for Consultation will include provision for revising these arrangements and procedures from time to time.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The management of Documentary Heritage Resources relating to Yukon Indian People

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

13.10.4 Government shall, where practicable, Consult and cooperate with the affected Yukon First Nations on the management of Documentary Heritage Resources in the Yukon relating to Yukon Indian People.

**CROSS REFERENCED CLAUSES:** 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government            | Notify KDFN of existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Kwanlin Dun. Provide details. | As practicable  |
| KDFN                  | Prepare and present views to Government regarding the management of Documentary Heritage Resources pertaining to Kwanlin Dun.                        | Within a reasonable period of time indicated by Government    |
| Government            | Provide full and fair consideration of views presented by KDFN regarding management of Documentary Heritage Resources related to Kwanlin Dun.        | Within a reasonable period of time after receiving KDFN views |
| Government            | Notify KDFN of outcome.  | After consideration of KDFN views                             |

**Planning Assumptions**

1. Original copies of Documentary Heritage Resources relating to Yukon Indian People will be preserved according to recognized archival standards consistent with the maintenance of the integrity of national or territorial collections and agreements with donors; duplicate copies may be produced in accordance with policies and procedures for copying documentary heritage collections (reference 13.10.2) for deposit in YFN collections when originals remain in Government custody.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

2. The Parties agree that Government's ability to notify KDFN of Government's existing and anticipated arrangements and plans for managing Documentary Heritage Resources relating to Kwanlin Dun which are not held by Government may be subject to limitations imposed or indicated by the holders of the Documentary Heritage Resources.
3. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The preparation of displays and inventories of Documentary Heritage Resources relating to Yukon Indian People

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN, Yukon Indian Elders

**OBLIGATIONS ADDRESSED:**

13.10.5 Government shall Consult and cooperate with Yukon First Nations in the preparation of displays and inventories of Documentary Heritage Resources in the Yukon relating to the Yukon Indian People.

**CROSS REFERENCED CLAUSES:** 13.3.1, 13.3.2, 13.4.1, 13.4.3, 13.4.7, 13.10.2, 13.10.3, 13.10.7

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Government            | Notify KDFN of proposed displays and inventories of Documentary Heritage Resources in the Yukon pertaining to Kwanlin Dun. Provide details.                             | Prior to planning such displays and inventories               |
| KDFN                  | Prepare and present views to Government regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Kwanlin Dun.                        | Within a reasonable period of time indicated by Government    |
| Government            | Provide full and fair consideration of views presented by KDFN regarding proposed displays and inventories of Documentary Heritage Resources pertaining to Kwanlin Dun. | Within a reasonable period of time after receiving KDFN views |
| Government            | Notify KDFN of outcome.   | After consideration of KDFN views                             |

**Planning Assumptions**

1. Copies of inventories of Documentary Heritage Resources relating to Yukon Indian People will be made available to YFNs as agreed to by the parties.
2. If Elders are to be involved in the interpretation of Documentary Heritage Resources relating to Yukon Indian People, then translations of Documentary Heritage Resources may be required.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with KDFN by the Yukon Geographical Place Names Board ("YGPNB")

**RESPONSIBLE PARTY:** YGPNB

**PARTICIPANT / LIAISON:** KDFN, Canada

**OBLIGATIONS ADDRESSED:**

13.11.2 When considering the naming or renaming of places or features located within the Traditional Territory of a Yukon First Nation, or when acting with a federal agency where joint jurisdiction over the naming of the place or feature exists, the Yukon Geographical Place Names Board shall Consult with that Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.11.1, 13.11.4

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| YGPNB                 | Notify KDFN when considering the naming of a place or feature within KDFN Traditional Territory. | As required   |
| KDFN                  | Prepare and present its views to YGPNB.  | Within a reasonable period of time indicated by YGPNB         |
| YGPNB                 | Provide full and fair consideration of views presented.  | Within a reasonable period of time after receiving KDFN views |
| YGPNB                 | Notify KDFN of outcome.  | After consideration of KDFN views                             |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Naming of geographical features on Settlement Land and the inclusion of traditional aboriginal place names on revised maps of the National Topographic Series

**RESPONSIBLE PARTY:** KDFN, Canada

**PARTICIPANT / LIAISON:** Yukon Geographical Place Names Board ("YGPNB")

**OBLIGATIONS ADDRESSED:**

13.11.3 A Yukon First Nation may name or rename places or geographical features on Settlement Land and such place names shall be deemed to be approved by the Yukon Geographical Place Names Board.

13.11.4 Traditional aboriginal place names shall be included, to the extent practicable and in accordance with map production specifications of Canada, on revised maps of the National Topographic Series.

**CROSS REFERENCED CLAUSES:** 13.4.1, 13.4.2, 13.11.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|----------------|
| Canada                | Notify KDFN and YGPNB of any scheduled production or reproduction of National Topographic Series maps. | As appropriate |
| KDFN                  | Name or rename places and geographical features on Settlement Land and forward information to YGPNB.   | As appropriate |

**Planning Assumption**

1. These activities are intended to apply to any official Federal Government maps or databases that are authorized through the Geographic Names Board of Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |  |
|-------------------------------|--|
| <b>PROJECT:</b>               | Contracts associated with the management of a Designated Heritage Site directly related to the history or culture of the Kwanlin Dun within KDFN Traditional Territory   |
| <b>RESPONSIBLE PARTY:</b>     | Government   |
| <b>PARTICIPANT / LIAISON:</b> | KDFN   |
| <b>OBLIGATIONS ADDRESSED:</b> |  |
| 13.12.1.1                     | Government shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation.  |
| 13.12.1.2                     | Government shall include the Kwanlin Dun First Nation in any invitational tender for contracts associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation.  |
| 13.12.1.3                     | The Kwanlin Dun First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation upon the same terms and conditions as would be offered to others. |
| 13.12.1.4                     | Any failure to provide written notice pursuant to 13.12.1.1 shall not affect the public tender process or the contract awards resulting therefrom.   |
| 13.12.1.5                     | Any failure to include the Kwanlin Dun First Nation in any invitational tender for contracts pursuant to 13.12.1.2 shall not affect the invitational tender process or the contract awards resulting therefrom.  |
| 13.12.1.6                     | Any failure to provide a first opportunity pursuant to 13.12.1.3 shall not affect any contract entered into associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation.   |

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 22.5.10, 13.12.1.9

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| KDFN,<br>Government   | Develop contracting arrangements and procedures that will include contacts, time lines, and information requirements.  | To begin at least 6 months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable |
| Government            | Provide written notice to KDFN of any public or invitational tenders for contracts being offered by Government associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within KDFN Traditional Territory.   | As contracts are tendered  |
| Government            | Consistent with the arrangements and procedures, provide KDFN with first opportunity to accept any contract offered by Government (other than by public or invitational tender) associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within KDFN Traditional Territory upon the same terms and conditions as would be offered to others. | As contracts are tendered  |
| KDFN                  | Provide response to Government on whether first opportunity is accepted.   | Within time lines specified in arrangements and procedures   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | The development of contract opportunities associated with a Designated Heritage Site within the Traditional Territory of the KDFN |
| <b>RESPONSIBLE PARTY:</b>     | Government  |
| <b>PARTICIPANT / LIAISON:</b> | KDFN  |

**OBLIGATIONS ADDRESSED:**

13.12.1.7      Government shall include in any contract opportunities associated with the management of a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within the Traditional Territory of the Kwanlin Dun First Nation:

- (a)      a criterion for the employment of Kwanlin Dun or engagement of Kwanlin Dun Firms; and
- (b)      a criterion for special knowledge or experience of Kwanlin Dun related to the Designated Heritage Site.

13.12.1.8      Nothing in 13.12.1.7 shall be construed to mean that a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms or for special knowledge or experience of Kwanlin Dun shall be the determining criterion in awarding any contract.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 13.12.1.1, 13.12.1.2, 13.12.1.9

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| KDFN,<br>Government   | Jointly develop criteria for employment of Kwanlin Dun, engagement of Kwanlin Dun Firms and for special knowledge and experience of Kwanlin Dun related to the management of a Designated Heritage Site, and identify the specifics as to how the criteria will be included into the contracting processes.   | To begin at least six months prior to the establishment of a Designated Heritage Site or as soon thereafter as the parties agree is reasonable |
| Government            | Include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms, and a criterion for special knowledge and experience of Kwanlin Dun related to a Designated Heritage Site in any contract which it intends to develop that is associated with a Designated Heritage Site directly related to the history or culture of Kwanlin Dun within KDFN Traditional Territory. | As required  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumption**

1. Government retains ultimate responsibility for contracting associated with Designated Heritage Sites.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** The development of measures related to the Southern Tutchone and Tagish languages and the oral histories, including legends, and cultural knowledge of Kwanlin Dun

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule A

- 1.1 The Yukon and the Kwanlin Dun First Nation, in consultation with such organizations as they consider appropriate, may develop measures intended to achieve the objective set out in 13.1.1.2 in respect of the Southern Tutchone and Tagish languages and the oral histories, including legends, and cultural knowledge of Kwanlin Dun.
- 1.2 The measures referred to in 1.1 may include:
  - 1.2.1 language plans;
  - 1.2.2 the recording of oral history and culture;
  - 1.2.3 methods for the implementation of the measures developed;
  - 1.2.4 provisions for the review and amendment of the measures developed; and
  - 1.2.5 identification of resources to implement the measures developed.
- 1.3 To the extent practicable, the Yukon and the Kwanlin Dun First Nation shall use regional or territory-wide forums that may exist from time to time to develop the measures referred to in 1.2 and to the extent that it is not practicable may develop the measures in local forums in the Traditional Territory of the Kwanlin Dun First Nation.
- 1.4 Subject to appropriation of funds for those purposes, the Yukon shall implement the language plans and other measures to which it has agreed.
- 1.5 Subject to availability of funds for those purposes, the Kwanlin Dun First Nation shall implement the language plans and other measures to which it has agreed.
- 1.6 The measures referred to in 1.1 to 1.5 shall address any assumption of responsibility by the Kwanlin Dun First Nation for the management, administration, and delivery of any program or service of the Yukon relating to aboriginal languages.

**CROSS REFERENCED CLAUSES:** 13.1.1.2

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|----------------|
| Yukon, KDFN           | Using regional or territory-wide forums if practicable, develop and implement measures related to the Southern Tutchone and Tagish languages and the oral histories, including legends and cultural knowledge, of Kwanlin Dun. | At discretion  |
| Yukon                 | Subject to the appropriation of funds, implement the language plans that Yukon has agreed to.  | As appropriate |
| KDFN                  | Subject to the availability of funds, implement the language plans that KDFN has agreed to.  | As appropriate |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of Canyon City Historic Site (“Canyon City”)

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

1.0 Definitions

In this schedule, the following definitions shall apply:

“Canyon City Historic Site” means the historic site established by the Yukon under the Historic Resources Act, R.S.Y. 2002, c. 109 in respect of the Area, excluding the mines and minerals and the right to work the mines and minerals, in, on or under the Area, in accordance with 2.2 of this schedule.

- 2.1 The Yukon shall designate the Area, excluding the mines and minerals, in, on or under the Area, as an historic site under the Historic Resources Act, R.S.Y. 2002, c.109, as soon as practicable after the Effective Date of this Agreement.
- 2.2 For greater certainty, the Canyon City Historic Site does not include the mines and minerals in, on or under the Area or the right to work the mines and minerals.
- 2.3 Historic site designation under the Historic Resources Act, R.S.Y. 2002, c. 109 shall not be removed from any lands forming part of the Canyon City Historic Site without the consent of the Yukon and the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** 13.4.6.5, 13.5.3.9, Chapter 13 Schedule B 2.4, 2.5, 2.6, 2.7, 2.8

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                   |
|-----------------------|--|---|
| Yukon                 | Designate Canyon City as an historic site under the <u>Historic Resources Act</u> , R.S.Y. 2002, c. 109, in accordance with this schedule. | As soon as practicable after the Effective Date |
| Yukon, KDFN           | If making a proposal to change the historic site designation of Canyon City or any part thereof, forward the proposal to the other party.  | As necessary                                    |
| Yukon, KDFN           | Consider the proposal.   | As necessary                                    |
| Yukon                 | If parties agree, revoke the historic site designation of Canyon City or any part thereof.   | As agreed                                       |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of Steering Committee for Canyon City Historic Site (“Canyon City”)

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 3.1 A steering committee shall be established as soon as practicable after the Effective Date of this Agreement to prepare and recommend a management plan for the Canyon City Historic Site.
- 3.2 The steering committee shall be comprised of four members, of whom two shall be designated by the Yukon and two designated by the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>                                     | <b>Timing</b>                                       |
|-----------------------|---|---|
| Yukon, KDFN           | Designate two members each to the steering committee. | As soon as practicable                              |
| Yukon, KDFN           | Establish the steering committee.                     | As soon as practicable after designation of members |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation of Management Plan for Canyon City Historic Site (“Canyon City”)

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT/LIAISON:** YHRB

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 4.1 The steering committee shall endeavour to recommend a management plan to the Yukon and the Kwanlin Dun First Nation within 5 years of its establishment.
- 4.2 The preparation of the management plan for Canyon City Historic Site shall be guided by the following principles:
  - 4.2.1 the protection, conservation and interpretation of the Heritage Resources at Canyon City Historic Site related to the Klondike Gold Rush and related to the culture and history of Kwanlin Dun in accordance with national and international standards, where appropriate; and
  - 4.2.2 encouragement of public awareness of and appreciation for the natural and cultural resources of Canyon City Historic Site.
- 4.3 The steering committee shall consider and the management plan may address:
  - 4.3.1 development of Canyon City Historic Site;
  - 4.3.2 administration, operation and maintenance of Canyon City Historic Site;
  - 4.3.3 traditional use of the Area by the Kwanlin Dun First Nation and Kwanlin Dun;
  - 4.3.4 current use of the Area by Kwanlin Dun and other Yukon residents;
  - 4.3.5 archaeological resources;
  - 4.3.6 visitor access and services;
  - 4.3.7 security and safety;
  - 4.3.8 research and interpretation;
  - 4.3.9 identification of economic opportunities associated with management and use of Canyon City Historic Site;
  - 4.3.10 identification of training opportunities associated with Canyon City Historic Site research and interpretation;

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

4.3.11 public education with respect to Heritage Resources at Canyon City Historic Site; and

4.3.12 any other matters that the Yukon and the Kwanlin Dun First Nation may jointly request the management committee to consider.

4.4 The preparation of the management plan shall include a process for public consultation.

4.5 When preparing a management plan, the steering committee shall consider use of the surrounding area with a view to minimizing any inconsistencies between that use and the management plan.

4.6 The steering committee may refer a proposed management plan to the Yukon Heritage Resources Board for its review and recommendations.

**CROSS REFERENCED CLAUSES:** 13.8.1.6, Chapter 13 Schedule B 5.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| steering committee    | Prepare a management plan for Canyon City which includes a public consultation process and consideration of the matters set out in 4.3. | As soon as practicable after the establishment of the steering committee |
| steering committee    | At discretion, refer a proposed management plan to the YHRB for review and recommendations.   | Before recommending management plan to Yukon                             |
| steering committee    | Endeavour to recommend a management plan to Yukon and KDFN.   | Within 5 years of the establishment of the steering committee            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Approval of Management Plan for Canyon City Historic Site (“Canyon City”)

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 5.1 Within 90 days of receipt of a proposed management plan from the steering committee, the Yukon and the Kwanlin Dun First Nation shall jointly review the provisions set out therein and shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 5.2 If the Yukon and the Kwanlin Dun First Nation are unable to reach a consensus under 5.1, either may refer the matter to the dispute resolution process under 26.4.0.
- 5.3 If the matter referred to the dispute resolution process under 5.2 is not resolved, the Minister may accept, vary or set aside the provisions set out in the proposed management plan and the decision of the Minister as to the provisions to be included in the management plan shall be forwarded to the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** 26.4.0

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Yukon, KDFN           | Jointly review the proposed management plan and make reasonable efforts to reach consensus as to the provisions to be included in the management plan for Canyon City. | Within 90 days of receipt of a proposed management plan |

If Yukon and KDFN are unable to reach consensus as to the provisions to be included in the management plan:

|               |   |              |
|---------------|---|--------------|
| Yukon or KDFN | At discretion, refer the matter to the dispute resolution process under 26.4.0. | As necessary |
|---------------|---|--------------|

If the matter referred to the dispute resolution process is not resolved:

|          |  |              |
|----------|--|--------------|
| Minister | Decide to accept, vary or set aside the provisions set out in the proposed management plan, and inform KDFN in writing of this decision. | As necessary |
|----------|--|--------------|

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Management and Implementation of the Management Plan for Canyon City Historic Site (“Canyon City”)

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 6.1 Canyon City Historic Site shall be managed in accordance with the Historic Resources Act, R.S.Y. 2002, c.109 and the Approved Management Plan.
- 6.2 Prior to the implementation of the Approved Management Plan, Canyon City Historic Site shall be managed, to the extent practicable, in accordance with the principles set out in 4.2 of this schedule.
- 6.3 The Yukon and the Kwanlin Dun First Nation shall consider and may develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule B 4.2

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Yukon                 | To the extent practicable, manage Canyon City in accordance with the principles set out in Chapter 13 Schedule B 4.2.  | Prior to the implementation of the Approved Management Plan |
| Yukon                 | Manage Canyon City in accordance with the <u>Historic Resources Act</u> , R.S.Y. 2002, c.109 and the Approved Management Plan.                                     | After approval of the Approved Management Plan              |
| Yukon, KDFN           | Consider and, at discretion, develop mechanisms or enter into agreements to facilitate co-operative implementation and monitoring of the Approved Management Plan. | As appropriate  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review and amendment of the Approved Management Plan for the Canyon City Historic Site (“Canyon City”)

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 7.1 The Yukon and the Kwanlin Dun First Nation shall review the Approved Management Plan no later than five years after its initial approval and no later than every 10 years thereafter.
- 7.2 Review of the Approved Management Plan shall include a process for public consultation.
- 7.3 Amendments to the Approved Management Plan shall follow a process based on 5.0.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule B 5.0 (all)

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| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>   |
|--|---|---|
| Yukon, KDFN  | Conduct review of the Approved Management Plan including a process for public consultation. Identify any proposed amendments to the Approved Management Plan. | No later than five years after the initial approval of the management plan and no later than every ten years thereafter |
| <u>If the review identifies any proposed amendments to the Approved Management Plan:</u> |   |   |
| Yukon, KDFN  | Forward recommendations for any proposed amendments to the Approved Management Plan to KDFN and the Minister.   | As soon as practicable following the review   |
| Minister   | Accept, vary or set aside proposed amendments as recommended by the parties.  | As soon as practicable  |
| Minister   | Forward the decision regarding the proposed amendments to be included in the Approved Management Plan to KDFN in writing.                                     | As soon as practicable after making decision  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Economic opportunities associated with the management of the Canyon City Historic Site (“Canyon City”), **which are contracted by public tender**

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 8.1 The Yukon shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with the management of Canyon City Historic Site.
- 8.4 Any failure to provide written notice pursuant to 8.1 shall not affect the public tender process or the contract awards resulting therefrom.
- 8.7 The Yukon shall include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms in any contract opportunities associated with the management of Canyon City Historic Site.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon                 | Provide written notice to KDFN of any public tender for contracts associated with the management of Canyon City.                    | At the time of notice of issuing a public tender pursuant to 8.1 |
| Yukon                 | Include in the public tender a criterion for employment of Kwanlin Dun or the engagement of Kwanlin Dun Firms in the public tender. | When issuing a notice of public tender pursuant to 8.1           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Economic opportunities associated with the management of the Canyon City Historic Site (“Canyon City”), **which are contracted by invitational tender**

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 8.2 The Yukon shall include the Kwanlin Dun First Nation in any invitational tender for contracts associated with the management of Canyon City Historic Site.
- 8.5 Any failure to include the Kwanlin Dun First Nation in any invitational tender for contracts pursuant to 8.2 shall not affect the invitational tender process or the contract awards resulting therefrom.
- 8.7 The Yukon shall include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms in any contract opportunities associated with the management of Canyon City Historic Site.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                       |
|-----------------------|--|---|
| Yukon                 | Include KDFN in any invitational tender for contracts associated with the management of Canyon City.                 | When issuing an invitational tender pursuant to 8.2 |
| Yukon                 | Include a criterion for employment of Kwanlin Dun or the engagement of Kwanlin Dun Firms in the invitational tender. | When issuing an invitational tender pursuant to 8.2 |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Economic opportunities associated with the management of the Canyon City Historic Site (“Canyon City”) **which are contracted by other than by public or invitational tender**

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT/LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule B

- 8.3 The Kwanlin Dun First Nation shall have the first opportunity to accept any contract offered by the Yukon, other than by public or invitational tender, associated with the management of Canyon City Historic Site upon the same terms and conditions as would be offered to others.
- 8.6 Any failure to provide a first opportunity pursuant to 8.3 shall not affect any contract entered into associated with the management of Canyon City Historic Site.
- 8.7 The Yukon shall include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms in any contract opportunities associated with the management of Canyon City Historic Site.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>                                   |
|--|--|---|
| <u>If offering a contract by other than public or invitational tender that is associated with the management of Canyon City:</u> |  |   |
| Yukon  | Provide KDFN in writing the first opportunity to accept the contract on the same terms and conditions as would be offered to others. | When proceeding with a contract pursuant to 8.3 |
| Yukon  | Include a criterion for employment of Kwanlin Dun or the engagement of Kwanlin Dun Firms in the terms and conditions.                | When offering a contract pursuant to 8.3        |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of the Kwanlin Dun Waterfront Heritage Working Group (the “Working Group”)

**RESPONSIBLE PARTY:** KDFN, Yukon, Canada

**PARTICIPANT/LIAISON:** City of Whitehorse, other interested organizations

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule C

- 2.1 The Working Group shall be an intergovernmental body composed of one representative from each of the Kwanlin Dun First Nation, Canada and the Yukon.
- 2.2 The parties shall invite the City of Whitehorse to also appoint a representative to the Working Group.
- 2.3 The Working Group may consult with other organizations with an interest in the historic and cultural values of the Whitehorse waterfront in order to facilitate mutual cooperation and coordination.
- 2.4 Each entity appointing a representative to the Working Group shall fund the participation of its own representative.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule C 1.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                   |
|-----------------------|---|---|
| Canada, Yukon, KDFN   | Appoint one representative each to the Working Group.                                       | As soon as practicable after the Effective Date |
| Working Group         | Invite the City of Whitehorse to appoint an additional representative to the Working Group. | As required                                     |

**Planning Assumptions**

1. Each party or organization shall fund the participation of its own representative in the Working Group.
2. The Department of Canadian Heritage will assume the lead role for Canada on the Waterfront Heritage Working Group.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation of History and Plan in relation to the Whitehorse Waterfront by the Kwanlin Dun Waterfront Heritage Working Group (the “Working Group”)

**RESPONSIBLE PARTY:** Working Group

**PARTICIPANT/LIAISON:** Canada, YHRB

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule C

- 3.1 The Working Group shall prepare a work plan and budget for the preparation of the History and development of the Plan, subject to review and approval by Canada. The approved expenses shall be a charge on Canada.
- 3.2 The Working Group may refer its draft History and Plan to the Yukon Heritage Resources Board for its review and comments.
- 3.3 The Working Group shall endeavour to complete the draft History and Plan within three years of the date upon which it was established, and shall refer them to their principals for review and approval.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Working Group         | Prepare a work plan and budget for the preparation of the History and development of the Plan.                   | As soon as practicable after establishment of Working Group   |
| Canada                | Review and approve work plan and budget from Working Group.  | As soon as practicable after receiving work plan and budget   |
| Working Group         | Prepare a draft History and Plan consistent with the approved work plan and budget.                              | As soon as practicable after approval of work plan and budget |
| Working Group         | At discretion, refer draft History and Plan to Yukon Heritage Resources Board for review and comments.           | As necessary  |
| Working Group         | Endeavour to complete final draft of History and Plan and submit it for review and approval by their principals. | Within three years of the establishment of the Working Group  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumptions**

1. As referenced in 4.2 of the FAIP, Canada, through Indian and Northern Affairs Canada, shall provide \$650,000 (2002 constant dollars) through a contribution agreement to KDFN, in respect of the work identified in the work plan and budget approved by the Working Group for submission to Canada by KDFN. The Working Group will develop an agreed-to report relating to the work of the Working Group, which KDFN will submit to INAC for approval. KDFN will be responsible for financial reporting. The payment of this amount represents the fulfilment of Canada's obligation to provide funding for this project. If the project is completed in accordance with the workplan using less than this amount, Canada's obligations will be deemed to be fulfilled.
2. The Department of Canadian Heritage will assume the lead role for Canada on the Working Group.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                             |  |
|-----------------------------|--|
| <b>PROJECT:</b>             | Review and Approval of History and Plan of the Kwanlin Dun Waterfront Heritage Working Group (the “Working Group”) |
| <b>RESPONSIBLE PARTY:</b>   | KDFN, Canada, Yukon, City of Whitehorse (if it appoints a representative to the Working Group)                     |
| <b>PARTICIPANT/LIAISON:</b> | None identified  |

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule C

- 4.1 Within 90 days of receipt of the draft History and Plan, the Kwanlin Dun First Nation, Canada and the Yukon, and the City of Whitehorse if it appointed a representative to the Working Group, shall jointly review the same with a view to reaching consensus as to the provisions to be included in the approved History and Plan.
- 4.2 Unless otherwise agreed by the parties to this Agreement, if consensus is not reached under 4.1, Canada and the Kwanlin Dun First Nation may jointly accept, vary or set aside the provisions set out in the draft History and Plan from the Working Group.
- 4.3 The decision of Canada and the Kwanlin Dun First Nation as to the provisions to be included in the approved History and Plan shall be forwarded to the Yukon, and to the City of Whitehorse if it appointed a representative to the Working Group, in writing.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule C 4.4

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| <b>Responsibility</b>                                       | <b>Activities</b>   | <b>Timing</b>                                     |
|---|---|---|
| KDFN, Canada, Yukon, and, if applicable, City of Whitehorse | Jointly review the provisions set out in the draft History and Plan, and attempt to reach a consensus as to the provisions to be included in the approved History and Plan. | Within 90 days of receipt of the History and Plan |
| <u>If consensus not reached under 4.1:</u>                  |   |   |
| KDFN, Canada  | Jointly accept, vary or set aside the provisions set out in the draft History and Plan.   | As necessary                                      |
| KDFN, Canada  | Forward decision as to provisions to be included in the approved History and Plan to the Yukon and, if applicable, to the City of Whitehorse.                               | As required                                       |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumptions**

1. As referenced in 4.2 of the FAIP, Canada, through Indian and Northern Affairs Canada, shall provide \$650,000 (2002 constant dollars) through a contribution agreement to KDFN, in respect of the work identified in the work plan and budget approved by the Working Group for submission to Canada by KDFN. The Working Group will develop an agreed-to report relating to the work of the Working Group, which KDFN will submit to INAC for approval. KDFN will be responsible for financial reporting. The payment of this amount represents the fulfilment of Canada's obligation to provide funding for this project. If the project is completed in accordance with the workplan using less than this amount, Canada's obligations will be deemed to be fulfilled.
2. The Department of Canadian Heritage will assume the lead role for Canada on the Working Group.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                             |  |
|-----------------------------|--|
| <b>PROJECT:</b>             | Implementation of the approved History and Plan of the Kwanlin Dun Waterfront Heritage Working Group (the “Working Group”) |
| <b>RESPONSIBLE PARTY:</b>   | Working Group  |
| <b>PARTICIPANT/LIAISON:</b> | KDFN, Canada, Yukon, City of Whitehorse (if it appoints a representative to the Working Group)                             |

**OBLIGATIONS ADDRESSED:**

Chapter 13 Schedule C

- 5.1 The Working Group shall prepare and submit to Canada for its review and approval a two year work plan and budget for implementing the approved Plan, or portions thereof, including identifying any existing programs or other opportunities for attracting funding that could be used for implementing portions of the Plan. The approved expenses shall be a charge on Canada.
- 5.2 The Working Group shall direct and oversee implementation of the approved Plan in accordance with the work plan and budget approved by Canada.
- 5.3 Except as provided in 5.1, nothing in 4.0 shall be construed to commit any of the entities appointing representatives to the Working Group to provide financial or other resources to implement the Plan.
- 5.4 The Kwanlin Dun First Nation, Canada, the Yukon, and the City of Whitehorse if it appointed a representative to the Working Group, or any of them, may develop mechanisms or enter into agreements to facilitate cooperative implementation of the Plan or portions thereof.

**CROSS REFERENCED CLAUSES:** Chapter 13 Schedule C 5.5

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Working Group         | Prepare a two year work plan and budget for implementing the approved Plan, or portions thereof.<br>Submit work plan and budget to Canada for review and approval. | As soon as practicable after approval of the History and Plan |
| Canada                | Review two year work plan and budget.  | After receipt of work plan and budget                         |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>                                    |
|---|--|--|
| <u>If the plan and budget is approved:</u>                      |  |  |
| Working Group   | Direct and oversee implementation of the Plan in accordance with the work plan and budget.   | After approval by Canada of work plan and budget |
| KDFN, Canada, Yukon, and, if applicable, the City of Whitehorse | At discretion, develop mechanisms or enter into agreements to facilitate cooperative implementation of the Plan or portions thereof. | As necessary                                     |
| <u>If the plan and budget is not approved:</u>                  |  |  |
| Canada  | Refer work plan and budget back to the Working Group with comments.  | After review by Canada of work plan and budget   |

**Planning Assumption**

1. As referenced in 4.2 of the FAIP, Canada, through Indian and Northern Affairs Canada, shall provide \$650,000 (2002 constant dollars) through a contribution agreement to KDFN, in respect of the work identified in the work plan and budget approved by the Working Group for submission to Canada by KDFN. The Working Group will develop an agreed-to report relating to the work of the Working Group, which KDFN will submit to INAC for approval. KDFN will be responsible for financial reporting. The payment of this amount represents the fulfilment of Canada's obligation to provide funding for this project. If the project is completed in accordance with the workplan using less than this amount, Canada's obligations will be deemed to be fulfilled.
2. The Department of Canadian Heritage will assume the lead role for Canada on the Working Group.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Renewal or replacement of Water Licences

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Yukon Water Board

**OBLIGATIONS ADDRESSED:**

14.7.4 Where the term of a licence described in 14.7.3 is five years or more, the licensee shall have the right to apply to the Board for a renewal or replacement of the licence. The Board shall require that written notice of the application be given, in a form satisfactory to the Board, to the affected Yukon First Nation, and shall provide the affected Yukon First Nation an opportunity to be heard concerning terms and conditions to be attached to the renewal or replacement for the protection of the interest of the Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 14.7.3

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Yukon Water Board     | Ensure that written notice that a licence holder has applied for a renewal or replacement of a licence with a term of five years or more for Water on or flowing through KDFN Settlement Land is provided to KDFN. | Upon receipt of application   |
| KDFN                  | Review notice and prepare and present views to the Yukon Water Board on terms and conditions which should be attached to the replacement or renewal to protect KDFN interests.                                     | Within time frame provided by the Yukon Water Board or as stipulated in legislation |

**Planning Assumption**

1. It is expected that the Yukon Water Board is aware of its obligation pursuant to this provision.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Access to Settlement Land -- With consent for exercise of a Water right

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Person seeking access, Surface Rights Board

**OBLIGATIONS ADDRESSED:**

14.7.5 Unless a Person has a right of access without the consent of the affected Yukon First Nation, a Person requiring the use of Settlement Land other than the Parcel covered by that Person's interest under 14.7.1 in order to exercise a right to use Water under 14.7.1 and 14.7.3 has a right of access to use that Settlement Land with the consent of the affected Yukon First Nation or, failing consent, an order of the Surface Rights Board setting out terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 14.7.1, 14.7.3, 14.7.6, 14.12.0 (all)

---

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                 |
|-----------------------|--|---|
| KDFN                  | Receive request for access to Settlement Land to exercise a right to use Water granted under 14.7.1 or 14.7.3. | After the Effective Date                      |
| KDFN                  | Determine whether or not access will be granted and set terms and conditions of access if appropriate.         | Upon request                                  |
| KDFN                  | Notify applicant of decision.  | Within a reasonable time                      |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application.             | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Compensation payable in relation to Licences existing on the date that land became Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Holder of Water Licence, Yukon Water Board

**OBLIGATIONS ADDRESSED:**

14.7.8 After three years from the Effective Date of a Yukon First Nation Final Agreement and only in respect to the term following the expiry of that three year period, a Person holding a Licence described in 14.7.3 shall be liable to pay compensation under the provisions of this chapter to the Yukon First Nation in respect of the exercise of such Licence, and shall be subject to the provisions of 14.11.0 and 14.12.0.

**CROSS REFERENCED CLAUSES:** 14.7.3, 14.11.0 (all), 14.12.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                             |
|-----------------------|--|---|
| KDFN                  | At discretion, negotiate agreement with Licence holder.  | After three years from the Effective Date |
| KDFN                  | At discretion, apply to Yukon Water Board for determination or compensation related to any Licence described in activity 14.7.3, subject to the provisions of 14.11.0 and 14.12.0. | If no agreement is reached                |

**Planning Assumption**

1. Any subsequent replacement or renewal of a Licence described in 14.7.3 will be consistent with the operation of this chapter.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|   |  |
|---|--|
| <b>PROJECT:</b>   | Shared drainage basin agreements   |
| <b>RESPONSIBLE PARTY:</b>   | Canada   |
| <b>PARTICIPANT / LIAISON:</b>   | KDFN, Yukon, Government of the Northwest Territories, Government of British Columbia, Government of Alaska |
| <b>OBLIGATIONS ADDRESSED:</b>   |  |
| 14.10.1 Government shall make best efforts to negotiate Water management agreements with other jurisdictions which share drainage basins with the Yukon.  |  |
| 14.10.2 Government shall Consult with affected Yukon First Nations with respect to the formulation of Government positions on the management of Water in a shared drainage basin within those Yukon First Nations' Traditional Territories in negotiating an agreement pursuant to 14.10.1. |  |

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>                                 |
|---|---|---|
| Government  | Identify jurisdictions which share drainage basins with Yukon; notify KDFN.   | As soon as practicable                        |
| Government  | Contact identified jurisdictions and attempt to initiate discussions on Water management agreements.  | As practicable                                |
| <u>If agreement to negotiate is reached with other jurisdictions:</u> |   |   |
| Government  | Notify KDFN that Government is formulating positions on Water management in a specified shared drainage basin and provide relevant information. | As practicable                                |
| KDFN  | Review information and prepare and present views to Government.   | Within reasonable time provided by Government |
| Government  | Provide full and fair consideration to views presented and integrate views into Government position as practicable.                             | Prior to finalizing Government position       |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumptions**

1. Once negotiations have been established with another jurisdiction, affected YFNs will be kept apprised of progress towards interjurisdictional agreements and will be Consulted periodically pursuant to this clause on the formulation of government positions.
2. Affected YFNs will be Consulted pursuant to this clause during discussions related to the amendment of any Water management agreement that is reached.
3. It is acknowledged that current arrangements for the negotiation of Water management agreements between jurisdictions include the participation of affected YFNs in the briefing and preparation for negotiations and in the negotiation sessions.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation for Yukon Water Board proceedings with respect to compensation matters

**RESPONSIBLE PARTY:** KDFN, Yukon Indian Person

**PARTICIPANT / LIAISON:** Yukon Water Board

**OBLIGATIONS ADDRESSED:**

14.12.1 Compensation to be paid to a Yukon First Nation or a Yukon Indian Person pursuant to this chapter shall only be for provable loss or damage to the Yukon First Nation or Yukon Indian Person.

14.12.2 The amount and terms of compensation set out in 14.12.1 shall be determined by the Board.

**CROSS REFERENCED CLAUSES:** 14.8.1, 14.9.2, 14.12.3 (all), 14.12.4, 14.12.5 (all), 14.12.6 (all), 14.12.7, 14.12.8, 14.12.9, 14.12.10

---

| <b>Responsibility</b>     | <b>Activities</b>   | <b>Timing</b> |
|---------------------------|---|---------------|
| KDFN, Yukon Indian Person | Prepare for proceedings of the Yukon Water Board, including, as appropriate, the preparation of documentation and other information to be presented to the Yukon Water Board in support of the application for compensation and participate in those proceedings. | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of the Yukon River Watershed Management Working Group

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 14 Schedule A

- 2.1 The Working Group shall be established, as soon as practicable after the Effective Date of this Agreement, to make recommendations designed to promote, in relation to that portion of the Area located within the Traditional Territory of the Kwanlin Dun First Nation:
  - 2.1.1 public awareness and appreciation of the Water, including respect for the traditional and current use of the Water by Yukon Indian People and respect for the historical and current use of the Water by others;
  - 2.1.2 responsible residential, commercial, recreational and other uses of the Water and shoreline lands bordering the Water;
  - 2.1.3 coordination and facilitation of the efforts of Government, Yukon First Nations and communities in or downstream from the Area, to maintain or improve the health of the Water and related shorelines; and
  - 2.1.4 the protection and enhancement of Freshwater Fish and Salmon and their habitat.
- 2.2 Subject to 2.4, the Working Group shall be comprised of four members, of whom two shall be nominated by the Kwanlin Dun First Nation and two shall be nominated jointly by Canada and the Yukon.
- 2.3 Persons nominated to the Working Group shall have familiarity with land and Water in all or parts of the Area.

**CROSS REFERENCED CLAUSES:** 14.6.2, Chapter 14 Schedule A 1.0, 2.4, 3.1, 3.4

---

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                               |
|-----------------------|--|---|
| KDFN                  | Nominate two members to the Working Group taking into account Chapter 14 Schedule A 2.3.         | As soon as practicable after Effective Date |
| Canada, Yukon         | Jointly nominate two members to the Working Group taking into account Chapter 14 Schedule A 2.3. | As soon as practicable after Effective Date |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumptions**

1. The Parties will be responsible for the costs of the participation of their member(s) in the Yukon River Watershed Management Working Group.
2. In advance of the Effective Date of the Final Agreement of a Participating Yukon First Nation, a representative from other Participating Yukon First Nations may be invited to attend meetings of the Yukon River Watershed Management Working Group at their own cost.
3. The inclusion of KDFN in the joint Working Group process is dealt with in the activity sheet for Chapter 14, Schedule A 2.4.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Merger of the Yukon River Watershed Management Working Group (the “Working Group”) with other working group(s) provided for under Participating Yukon First Nation Final Agreement(s)

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 14 Schedule A

2.4 Unless the Working Group under this Agreement has already delivered its recommendations pursuant to 3.0, upon the Effective Date of the Final Agreement of a Participating Yukon First Nation, the Yukon River Watershed Management Working Group provided for under that Final Agreement and the Working Group under this Agreement shall be merged to form one joint Working Group, to make recommendations in respect of that portion of the Area located within the Traditional Territories of the Kwanlin Dun First Nation and the Participating Yukon First Nation, and shall be comprised of either four or six members as follows:

- 2.4.1 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreement of one Participating Yukon First Nation, then the joint Working Group shall be comprised of four members, of whom one shall be nominated by the Kwanlin Dun First Nation, one shall be nominated by the Participating Yukon First Nation and two shall be nominated jointly by Canada and the Yukon;
- 2.4.2 if the joint Working Group is formed from the merger of Working Groups under this Agreement and the Final Agreements of two Participating Yukon First Nations, then the joint Working Group shall be comprised of six members, of whom one shall be nominated by the Kwanlin Dun First Nation, one shall be nominated by each of the two Participating Yukon First Nations, and three shall be nominated jointly by Canada and the Yukon.

**CROSS REFERENCED CLAUSES:** 14.6.2, Chapter 14 Schedule A 1.0, 2.3, 3.1

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| <b>Responsibility</b>                   | <b>Activities</b>   | <b>Timing</b>                 |
|---|---|-------------------------------|
| Participating YFNs, Canada, Yukon, KDFN | Adjust membership in accordance with 2.4 by nominating additional members, reducing members, or confirming existing members as appropriate. | Upon merger of working groups |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumptions**

1. The Parties will be responsible for the costs of the participation of their member(s) in the Yukon River Watershed Management Working Group.
2. In advance of the Effective Date of the Final Agreement of the second Participating Yukon First Nation, a representative from the second Participating Yukon First Nation may be invited to attend meetings of the merged Yukon River Watershed Management Working Group at their own cost.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Recommendations of the Yukon River Watershed Management Working Group (the “Working Group”)   |
| <b>RESPONSIBLE PARTY:</b>     | KDFN, Canada, Yukon   |
| <b>PARTICIPANT / LIAISON:</b> | FWMB, SSC, Renewable Resources Councils having jurisdiction in the Area, any Regional Land Use Planning Commissions established for the Area, the Yukon River Inter-Tribal Watershed Council, the Government of British Columbia (“the Recipients”) |

**OBLIGATIONS ADDRESSED:**

Chapter 14 Schedule A

- 3.1 The recommendations of the Working Group shall be made to Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations.
- 3.2 In preparing its recommendations, the Working Group shall:
  - 3.2.1 provide for a public consultation process including consultation with affected communities in the Area; and
  - 3.2.2 consider the traditional knowledge and experience of Yukon Indian People in relation to the Water.
- 3.3 Prior to submitting its recommendations, the Working Group shall provide its proposed recommendations, for review and comments, to:
  - 3.3.1 the Renewable Resources Councils having jurisdiction in the Area;
  - 3.3.2 any Regional Land Use Planning Commissions established for the Area;
  - 3.3.3 the Yukon Fish and Wildlife Management Board;
  - 3.3.4 the Salmon Sub-Committee;
  - 3.3.5 the Yukon River Inter-Tribal Watershed Council established pursuant to an accord among various Yukon First Nations and Alaskan tribes; and
  - 3.3.6 the Government of British Columbia.
- 3.4 The Working Group shall make best efforts to deliver its recommendations within 24 months of the date upon which it was first established pursuant to this Agreement or a Final Agreement of a Participating Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 14.6.2, Chapter 14 Schedule A 1.0

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Working Group         | Prepare a work plan for the development of recommendations pursuant to Chapter 14 Schedule A 2.1, including a public consultation process and consideration of the traditional knowledge and experience of Yukon Indian People in relation to the Water. | As soon as practicable after establishment of the Working Group   |
| Working Group         | Provide proposed recommendations to the Recipients.  | Prior to submitting recommendations to Government, KDFN and other Participating Yukon First Nations (if applicable)   |
| The Recipients        | Review and provide comments.   | Within a reasonable period of time as indicated by the Working Group  |
| Working Group         | Deliver recommendations to Government, KDFN and other Participating Yukon First Nations (if applicable).   | Within 24 months of the date the Working Group was established, as provided in the KDFNFA or in the Final Agreement of a Participating Yukon First Nation, or as soon as practicable thereafter |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review and implementation of recommendations of the Yukon River Watershed Management Working Group (the “Working Group”)

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 14 Schedule A

- 4.1 Within 90 days of receipt of the recommendations, Government, the Kwanlin Dun First Nation, and any Participating Yukon First Nation shall jointly review the recommendations with a view to reaching consensus as to which, if any, of the recommendations they will each support.
- 4.2 If consensus is not obtained pursuant to 4.1, Government, the Kwanlin Dun First Nation and any Participating Yukon First Nation shall refer the recommendations back to the Working Group for reconsideration with written reasons as to which recommendations they each support or reject.
- 4.3 Within 90 days of a referral for reconsideration, the Working Group shall reconsider its recommendations and make its final recommendations to Government, the Kwanlin Dun First Nation and any Participating Yukon First Nation.
- 4.4 Within 60 days following receipt of the final recommendations, Government, the Kwanlin Dun First Nation and any Participating Yukon First Nation shall advise each other, in writing, which recommendations, if any, they are prepared to support, together with reasons for that decision.
- 5.1 The recommendations supported by Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations may be implemented to the extent possible within program resources which may be available to each of them from time to time.
- 5.3 Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations, or any of them, may develop mechanisms or enter into agreements to facilitate cooperative implementation of the recommendations which they each support.

**CROSS REFERENCED CLAUSES:** 14.6.2; Chapter 14 Schedule A 1.0, 5.2, 5.4

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| <b>Responsibility</b>                                    | <b>Activities</b>   | <b>Timing</b>                                |
|--|---|--|
| KDFN, Canada, Yukon, Participating Yukon First Nation(s) | Jointly review recommendations with a view of reaching consensus. | Within 90 days of receipt of recommendations |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| Responsibility   | Activities   | Timing   |
|--|--|--|
| <u>If no consensus reached pursuant to 4.1:</u>          |  |  |
| KDFN, Canada, Yukon, Participating Yukon First Nation(s) | Refer the recommendations back to the Working Group for re-consideration with written reasons as to which recommendations they each support or reject.                                       | As required  |
| Working Group  | Reconsider its recommendations and make its final recommendations to Government, KDFN and any Participating Yukon First Nation.  | Within 90 days of a referral of reconsideration of the recommendations |
| KDFN, Government, Participating Yukon First Nation(s)    | Advise each other, in writing, of recommendations, if any, they are prepared to support, as well as of recommendations which they are not prepared to support. Provide reasons for decision. | Within 60 days following receipt of the final recommendations          |
| KDFN, Government, Participating Yukon First Nation(s)    | At discretion and within program resources available to them, implement recommendations which they each support.   | As necessary   |
| KDFN, Government, or Participating Yukon First Nation(s) | At discretion, develop mechanisms or enter into agreements to facilitate cooperative implementation of recommendations which they each support.  | As necessary   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review progress of implementation of recommendations of the Yukon River Watershed Management Working Group (the “Working Group”)

**RESPONSIBLE PARTY:** KDFN, Canada, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 14 Schedule A

5.5 Government, the Kwanlin Dun First Nation, and the Participating Yukon First Nations shall meet, within 3 months of the third, sixth and ninth anniversaries of Government’s receipt of the recommendations from the Working Group, and thereafter as the parties may agree, to jointly review:

- 5.5.1 progress of implementation of the supported recommendations;
- 5.5.2 progress in meeting the objectives of the recommendations as set out in 2.1; and
- 5.5.3 the recommendations which were not supported by one or more of them and reconsider whether those recommendations could be supported.

6.1 Government, the Kwanlin Dun First Nation and the Participating Yukon First Nations shall make best efforts to encourage the Government of British Columbia to adopt measures similar or compatible with this schedule for the Yukon River watershed within British Columbia.

**CROSS REFERENCED CLAUSES:** 14.6.2, Chapter 14 Schedule A 1.0, 2.1, 4.4, 5.1, 5.2, 5.3, 5.4

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| <b>Responsibility</b>                                 | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| Government, KDFN, Participating Yukon First Nation(s) | Meet to jointly review and report on issues identified in 5.5 and 6.1. | Within three months of the third, sixth and ninth anniversaries of the receipt by Government of the recommendations from the Working Group, and thereafter as the parties may agree |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Survey of Settlement Land boundaries

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** SLC, Yukon, KDFN, CYI, LTO

**OBLIGATIONS ADDRESSED:**

- 15.2.1 The boundaries of Settlement Land shall be surveyed in accordance with the instructions of the Surveyor General and dealt with by an official plan confirmed pursuant to the Canada Lands Surveys Act, R.S.C. 1985, c. L-6.
- 15.2.3 Standards of accuracy, techniques and specifications for the survey of Settlement Land shall be in accordance with the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time.
- 15.2.4 The Surveyor General shall have the discretion to adjust boundaries of Settlement Land in order to reduce survey costs, subject to agreement of the Settlement Land Committee.
- 15.2.5 The Surveyor General has statutory responsibility for and control over all legal surveys arising out of Settlement Agreements.
- 15.2.9 Final decisions and ultimate responsibility concerning survey of Settlement Land rests with Canada and such decisions shall be taken in Consultation with the Yukon and the Council for Yukon Indians.

**CROSS REFERENCED CLAUSES:** 5.3.2, 5.3.3, 15.2.6, 15.2.7, 15.2.8, 15.2.10, 15.3.4 (all), 15.4.2, 15.4.2.1, 15.4.3, 15.7.1, 22.3.3.5, 22.3.4, Appendix A - Settlement Land Descriptions S-314B, S-315B, S-370B, C-41B, C-57B, C-194B, C-197B

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                |
|-----------------------|---|--|
| Canada, KDFN          | Meet to discuss the design of the annual survey programs, based on priorities established by the SLCs, with a specific goal of improving access to economic opportunities for Kwanlin Dun, and the general goal of increasing and improving Kwanlin Dun involvement in the entire survey process. | After receipt of information from SLC        |
| Canada                | Prepare and present a draft of the annual survey programs to KDFN.  | Following discussions                        |
| KDFN                  | Review and make recommendations on the draft.   | Within a reasonable time indicated by Canada |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                 |
|-----------------------|---|---|
| Canada                | Design and provide copy of the annual survey programs to Yukon and SLC.   | As soon as practicable                        |
| Canada                | Prepare survey instructions consistent with 15.2.1.   | As soon as practicable                        |
| Canada                | Tender survey contracts consistent with 15.7.1 and 22.3.4.  |   |
| Canada                | Ensure surveys are in accordance with the standards of the Manual of Instructions for the Survey of Canada Lands and other general or specific instructions issued by the Surveyor General from time to time. |   |
| Canada                | Notify SLC that boundary requires adjustment to reduce survey cost.   | As required                                   |
| SLC                   | Review proposal to adjust.  | As soon as practicable upon receipt of notice |
| Canada                | Consult with CYI and Yukon in accordance with 15.2.9.   | If consent of the SLC is not granted          |
| Canada                | Make decision regarding adjustment of the boundary.   | If consent of the SLC is granted              |
| Canada                | Notify KDFN, SLC, CYI and Yukon of decision.  | As appropriate                                |
| Canada                | Receive survey results from contractor, examine results, and forward results to SLC for review.   | Upon completion of survey                     |

**Planning Assumptions**

1. Natural Resources Canada will assume the lead role for Canada.
2. Unless otherwise agreed by the parties, meetings pursuant to 15.2.1 shall take place in Whitehorse.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Use and enjoyment of Settlement Land by Yukon Indian People prior to completion of surveys

**RESPONSIBLE PARTY:** SLC, Government

**PARTICIPANT / LIAISON:** Yukon Indian People, KDFN

**OBLIGATIONS ADDRESSED:**

15.3.6 To the extent practicable, between the Effective Date of each Yukon First Nation Final Agreement and the date of confirmation of a plan of survey of any particular Parcel of Settlement Land or Site Specific Settlement Land, Yukon Indian People shall not be precluded from the interim use and enjoyment of that Parcel by reason only that a plan of survey of that Parcel has not been confirmed.

15.3.7 During the period described in 15.3.6:

- 15.3.7.1 each Settlement Land Committee shall receive requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People;
- 15.3.7.2 each Settlement Land Committee shall determine whether it is practicable to give effect to such requests and shall recommend to Canada or the Yukon, as the case may be, that it take such steps as the Committee considers appropriate; and
- 15.3.7.3 Government undertakes to take such steps as it considers practicable to give effect to the recommendations of the Settlement Land Committee.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| SLC                   | Receive request relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian Person. Determine whether it is practicable to give effect to the request and make recommendations to Government. | Upon request by Yukon Indian Person   |
| Government            | Take steps as it considers practicable to give effect to a recommendation from the SLC respecting a request for use and enjoyment of Settlement Land.   | Upon receipt of recommendation  |
| Government            | Inform the SLC, Yukon Indian Person and KDFN of any aspects of the recommendation that could not be given effect and indicate reasons.  | As soon as practicable, if Government is unable to give effect to all or a part of the recommendation |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Resolving disputes regarding identification and selection of Site Specific Settlement Land and determination of priorities for survey of Settlement Land

**RESPONSIBLE PARTY:** Canada, SLC, Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

15.3.8 Where a Settlement Land Committee does not reach agreement under 15.3.4.1 or 15.3.4.2, Government, the affected Yukon First Nation or the Committee may refer the matter to the dispute resolution process under 26.3.0.

15.3.9 Where the dispute arises under 15.3.4.1, the arbitrator shall select either the final position proposed by Government or the final position proposed by the affected Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 15.3.4 (all), 15.3.5 (all), 15.4.5, 26.3.0 (all)

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| <b>Responsibility</b>      | <b>Activities</b>  | <b>Timing</b> |
|----------------------------|--|---------------|
| Canada, Yukon, SLC or KDFN | If SLC does not reach agreement, at discretion refer dispute regarding identification of site specific settlement parcel (15.3.4.1) to dispute resolution process. | As necessary  |
| Arbitrator                 | Resolve dispute pursuant to 15.3.4.1 by selecting either final position proposed by Government or the final position proposed by KDFN.                             | As required   |
| Canada, Yukon, SLC or KDFN | If SLC does not reach agreement, at discretion, refer dispute regarding priorities for survey of all Settlement Land (15.3.4.2) to dispute resolution process.     | As necessary  |

**Planning Assumption**

1. In the case of a disagreement, best efforts will be made to resolve issues prior to a referral to dispute resolution.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Approval of survey plans

**RESPONSIBLE PARTY:** Canada, KDFN, SLC

**PARTICIPANT / LIAISON:** Yukon, LTO

**OBLIGATIONS ADDRESSED:**

- 15.6.6 Prior to the confirmation of an official plan by the Surveyor General or the approval of an administrative or explanatory plan, written approval from the Yukon First Nation shall be obtained by the Settlement Land Committee to ensure that the Yukon First Nation is satisfied that the Parcel as surveyed conforms either to the area originally selected or as modified by the Surveyor General pursuant to 15.2.4 and 15.6.1. The plan and a copy of the surveyor's report shall be reviewed by the Settlement Land Committee for conformance with the original land selection before recommending it to the Yukon First Nation.
- 15.6.7 If the Yukon First Nation rejects the recommendation by the Settlement Land Committee, the disagreement shall be referred to the dispute resolution process under 26.3.0, and the Surveyor General or his representative shall have standing as a party to the dispute. The resulting decision may direct that the costs of a resurvey be borne by one or more of the parties to the dispute.
- 15.6.8 After resolution of any disagreement pursuant to 15.6.7, the plan shall be returned directly to the Surveyor General for confirmation.

**CROSS REFERENCED CLAUSES:** 5.2.3, 5.2.4, 5.5.1, 5.5.1.4, 15.2.4, 15.6.1, 26.3.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                     |
|-----------------------|--|---|
| Canada                | Review plans with SLC to verify conformity to selections.  | As soon as practicable upon completion of surveys |
| SLC                   | Review plan and surveyor's report for conformity with original land selection.                                   | Prior to making recommendation to KDFN            |
| SLC                   | If the plan conforms in the view of the SLC, recommend plan to KDFN and seek written approval of plan from KDFN. | As soon as practicable after review by Canada     |
| KDFN                  | Review plan to ensure that the parcels depicted conform to the area selected.                                    | As soon as practicable                            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>          | <b>Activities</b>   | <b>Timing</b>  |
|--------------------------------|---|--|
| KDFN                           | If the plan conforms, accept the recommendation of the SLC and provide written approval to the SLC. | After reviewing the plan                                     |
| <b><u>If accepted:</u></b>     |   |  |
| Canada                         | Register the plan in Canada Lands Survey Records.   | As soon as practicable                                       |
| Canada                         | Deposit official plan in the LTO and in land registry system established by the KDFN.               | Upon confirmation  |
| <b><u>If not accepted:</u></b> |   |  |
| KDFN                           | Refer the dispute to the dispute resolution process under 26.3.0.                                   | As soon as practicable                                       |
| Canada                         | Resurvey if required, in accordance with the Chapter.   | As soon as practicable                                       |
| Canada                         | Return the plan to the Surveyor General for confirmation pursuant to 15.6.6.                        | Upon acceptance of the plan or after any dispute is resolved |
| Canada                         | Register the plan in Canada Lands Survey Records.   | As soon as practicable                                       |
| Canada                         | Deposit official plan in the LTO and in land registry system established by the KDFN.               | Upon confirmation  |

**Planning Assumption**

1. Natural Resources Canada will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Employment and economic opportunities -- Surveying

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

- 15.7.1.1 In evaluating any competitive proposal, bid or tender for the survey of Kwanlin Dun First Nation Settlement Land, Government shall include among the factors for consideration, employment of Kwanlin Dun, and Kwanlin Dun and Kwanlin Dun First Nation ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.
- 15.7.1.2 The Kwanlin Dun First Nation and Government shall ensure that qualifications and experience requirements for employment of Kwanlin Dun in the surveying of Kwanlin Dun First Nation Settlement Land shall be established at levels appropriate to the nature of the tasks being performed in that employment, and shall take into account the local knowledge of Kwanlin Dun.
- 15.7.1.3 Qualified Kwanlin Dun shall have first priority for employment in the surveying of Kwanlin Dun First Nation Settlement Land on the same terms and conditions that such employment would be offered to any other person with the appropriate qualifications and experience.
- 15.7.1.4 Nothing in 15.7.1.1 shall be construed to mean that the criteria for employment of Kwanlin Dun or for Kwanlin Dun and Kwanlin Dun First Nation ownership or equity investment shall be the determining criteria in the award of any contract.

**CROSS REFERENCED CLAUSES:** 15.2.5, 15.7.2, 22.3.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Canada, KDFN          | Work together to discuss the development of criteria for evaluating the “First Nation Involvement Proposal” component of contracting proposals which includes among the factors for consideration: <ul style="list-style-type: none"> <li>- employment of Kwanlin Dun;</li> <li>- Kwanlin Dun and KDFN ownership or equity investment in the firm submitting the proposal, bid or tender, and in any subcontractor to that firm.</li> </ul> | Within six months of the Effective Date, or as otherwise agreed by the parties |
| Canada                | Finalize criteria and provide copy of criteria to KDFN.   | As soon as practicable   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| KDFN   | At discretion, provide to Canada an updated list of Kwanlin Dun and KDFN businesses interested in providing services to contractors.   |  |
| Canada   | <p>Develop a Request for Proposal document ensuring that the document includes:</p> <ul style="list-style-type: none"> <li>- a list of Kwanlin Dun and KDFN businesses interested in providing services to contractors;</li> <li>- a requirement that the bidder include a “First Nations Involvement Proposal” as part of the proposal;</li> <li>- the requirement to give first priority for employment of qualified and experienced Kwanlin Dun and KDFN businesses; and,</li> <li>- the requirement that the bidder provide documentary proof Kwanlin Dun and KDFN businesses were given first consideration in the proposal.</li> </ul> <p>Provide copy of documents to KDFN.</p> | As required  |
| Canada   | Notify KDFN when considering changes to the Request for Proposal document which involve the “First Nation Involvement Proposal” portion of the document and work with KDFN to discuss these changes.   | As appropriate   |
| Canada, KDFN   | Meet to evaluate the “First Nations Involvement Proposal”.   | After closing of the tender                                    |
| Planning group preparing economic development opportunities plan | Set out the agreed upon qualifications and experience appropriate for survey in the economic development opportunities plan prepared pursuant to 22.3.1.   | Prior to completion of economic development opportunities plan |

**Planning Assumptions**

1. Natural Resources Canada ("NRCan") will assume the lead role for Canada.
2. NRCan and KDFN have agreed that the committee established to evaluate the “First Nation Involvement Proposal” of competitive proposals, bids or tenders for survey of KDFN Settlement Land will include a representative of the KDFN.
3. The meeting to evaluate the “First Nations Involvement Proposal” of competitive proposals, bids or tenders for survey of KDFN Settlement Land shall take place in Whitehorse.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Administration of survey contracts

**RESPONSIBLE PARTY:** Canada, KDFN

**PARTICIPANT / LIAISON:** Yukon Indian People

**OBLIGATIONS ADDRESSED:**

15.7.2 Where economic opportunities and benefits are associated with the survey of Settlement Land, Yukon First Nations shall have access to these opportunities and benefits. Any contract issued for the survey of Settlement Land shall contain the condition that Yukon Indian People and Yukon First Nation businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract. A list of Yukon First Nation businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of a Yukon First Nation's Settlement Land shall be included with all requests for proposals, and documentary proof the Yukon First Nation's businesses and Yukon Indian People were given first consideration shall form part of a contractor's proposal.

**CROSS REFERENCED CLAUSES:** 15.7.1.1, 22.5.4, 22.5.6, 22.5.8, 22.5.9

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| KDFN, Canada          | Develop arrangements and procedures including contacts, time lines, and information requirements to facilitate the administration of survey contracts.  | Within 6 months of the Effective Date unless otherwise agreed by the parties |
| Canada                | Prepare contracts for the survey of Settlement Land and include the condition that Yukon Indian People and KDFN businesses with the necessary qualifications and experience shall be given first consideration in providing technical and support services associated with the contract.                    | As required  |
| Canada                | Include list of KDFN businesses and Yukon Indian People interested in providing such services to potential contractors for such surveys of KDFN Settlement Land with all requests for proposals, and require documentary proof that KDFN businesses and Yukon Indian People were given first consideration. | When issuing requests for proposals  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b> |
|-----------------------|---|---------------|
| Canada                | In assessing survey proposals, confirm that the documentary proof forms part of the contractor's proposal. Provide copy of documentary proof to KDFN. | As required   |

**Planning Assumption**

1. Natural Resources Canada will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Whitehorse Fishway Redevelopment Project

**RESPONSIBLE PARTY:** Canada, KDFN

**PARTICIPANT / LIAISON:** Yukon Energy Corporation

**OBLIGATIONS ADDRESSED:**

16.3.2.2 Canada shall contribute toward participation of the Kwanlin Dun First Nation in the Whitehorse fishway redevelopment project planned by the Yukon Energy Corporation and its partners, including participation in:

- (a) joint planning and visioning with regard to the redevelopment and management of the Whitehorse fishway and hatchery;
- (b) planning related to fish stock rehabilitation and conservation issues;
- (c) redevelopment of the Whitehorse fishway and hatchery facilities.

**CROSS REFERENCED CLAUSES:** 15.7.1.1, 22.5.4, 22.5.6, 22.5.8, 22.5.9

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Canada                | Contribute toward the participation of KDFN in the Whitehorse fishway redevelopment project. | Within 6 months of the Effective Date unless otherwise agreed by the parties |

**Planning Assumptions**

1. Upon the payment referred to in Part III of the MOU on Certain Financial and Other Arrangements being made, Canada's obligation to contribute will be fulfilled.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with KDFN prior to imposition of a limitation pursuant to 16.3.3 in Legislation

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN, other affected YFNs

**OBLIGATIONS ADDRESSED:**

16.3.3 The exercise of rights under this chapter is subject to limitations provided for elsewhere in Settlement Agreements and to limitations provided in Legislation enacted for purposes of Conservation, public health or public safety.

16.3.3.1 Any limitation provided for in Legislation pursuant to 16.3.3 must be consistent with this chapter, reasonably required to achieve those purposes and may only limit those rights to the extent necessary to achieve those purposes.

16.3.3.2 Government shall Consult with the affected Yukon First Nation before imposing a limitation pursuant to 16.3.3.

**CROSS REFERENCED CLAUSES:** 16.3.2, 16.3.9, 16.3.10, 16.5.4, 16.6.9, 16.6.10 (all), 16.7.12.7, 16.7.16

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Government,<br>KDFN   | Provide notice of possible need to impose a limitation pursuant to 16.3.3.1. Develop arrangements and procedures for Consultation identifying contacts, time lines, general information guidelines and any other information required by the parties. | Within reasonable period of time prior to Consultation                           |
| Government            | Provide details of the issue and of the proposed limitation pursuant to 16.3.3.1 to KDFN and other affected YFNs.   | Following establishment of arrangements and procedures for Consultation          |
| KDFN                  | Prepare and present views on proposed limitation.   | Within a reasonable period of time as set out in the arrangements and procedures |
| Government            | Provide full and fair consideration of views presented.   | Before imposing a limitation   |
| Government            | Notify KDFN of decision.  | After decision made  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Representation of the interests of KDFN and other affected YFNs in international negotiations involving Fish and Wildlife management issues

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** KDFN and other affected YFNs

**OBLIGATIONS ADDRESSED:**

16.3.5 Canada shall make reasonable efforts to ensure that when issues involving Fish and Wildlife management arise in international negotiations, the interests of affected Yukon First Nations are represented.

**CROSS REFERENCED CLAUSES:** 16.5.4

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| <b>Responsibility</b>        | <b>Activities</b>  | <b>Timing</b>                                |
|------------------------------|--|--|
| Canada                       | Notify KDFN and other affected YFNs of Fish and Wildlife management issues in international negotiations. Provide background information on the subject and request input from YFNs with respect to their interests. | Prior to the negotiations or as issues arise |
| KDFN and other affected YFNs | Provide response for consideration by Canada.  | Within time frame established by Canada      |
| Canada                       | Negotiate the issues, making reasonable efforts to represent the interests of KDFN and other affected YFNs.  | As required                                  |

**Planning Assumption**

1. Canada, where practicable, will liaise with a number of public fish and wildlife management structures, depending on the subject matter, including: Renewable Resources Councils, Fish and Wildlife Management Board, Salmon-Sub Committee, Wildlife Management Advisory Council (North Slope), Porcupine Caribou Management Board and others.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendments to Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act (formerly known as the Game Export Act)

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** Yukon, KDFN

**OBLIGATIONS ADDRESSED:**

16.3.7 Government shall make best efforts to amend the Game Export Act, R.S.C. 1985, c. G-1 to enable the transport of Wildlife products for traditional non-commercial purposes across borders with Alaska, British Columbia and the Northwest Territories.

16.3.8 No tax, duty or such other fees or royalties shall be imposed by Government in respect of the export of Wildlife products under 16.3.7.

**CROSS REFERENCED CLAUSES:** 16.7.16

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                              |
|-----------------------|--|--|
| Canada                | Forward copy of <u>Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act</u> ("WAPPRIITA") and regulations to YFNs and Yukon. | As soon as practicable                     |
| Canada, Yukon, KDFN   | Review WAPPRIITA and regulations to determine if they comply with requirements of 16.3.7.  | After receipt of WAPPRIITA and regulations |
| Canada                | Consult with KDFN and Yukon for the purpose of determining whether further amendments are required.  |  |
| Canada                | If further amendments are needed, make best efforts to amend legislation pursuant to 16.3.7.   | As soon as practicable                     |

**Planning Assumption**

1. The Wild Animal and Plant Protection and Regulation of International and Interprovincial Trade Act, R.S.C. 1992, c.52 was assented to by Parliament on December 17, 1992 and was proclaimed with regulations on May 14, 1996. This Act repeals the Game Export Act R.S.C. 1985, c. G-1 and allows the Governor in Council to make regulations under section 21 with respect to circumstances in which persons may be exempted from holding permits and on a number of other issues.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Coordinated Fish and Wildlife population management in and outside of National Parks

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN, FWMB, IRRC

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.3.14.1 The responsible agencies, the Board and the Councils shall make best efforts to coordinate the management of Fish and Wildlife populations which cross a boundary of a National Park.

**CROSS REFERENCED CLAUSES:** 16.3.14, 16.3.15

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| <b>Responsibility</b>                                 | <b>Activities</b>   | <b>Timing</b>  |
|---|---|--|
| Canada, Yukon, KDFN, FWMB, IRRC, responsible agencies | Discuss appropriate protocol for coordination of the management of Fish and Wildlife populations which cross the boundary of a National Park. | As soon as practicable after the establishment of a National Park in or adjacent to KDFN Traditional Territory |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Provision of proof in relation to Harvesting rights

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Canada, Yukon

**OBLIGATIONS ADDRESSED:**

16.4.7 A Yukon First Nation shall provide to a Yukon Indian Person proof that the Yukon Indian Person is enrolled in that Yukon First Nation's Final Agreement, has been given consent under 16.4.2 or has been allocated a Harvesting opportunity pursuant to a Basic Needs Level allocation for Wildlife or a basic needs allocation of Salmon, as the case may be.

**CROSS REFERENCED CLAUSES:** 16.4.2, 16.4.8, 16.4.9, 16.5.1, 16.5.1.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| KDFN                  | Provide proof to a Yukon Indian Person with respect to their enrollment in the KDFNFA.  | As soon as practicable   |
| KDFN                  | Provide Canada and Yukon with a sample of the proof of enrollment.  | As soon as practicable after the proof of enrollment document is developed |
| KDFN                  | Provide proof to each Yukon Indian Person who has been given consent under 16.4.2 or has been allocated a Basic Needs Level allocation.   | As soon as practicable   |
| KDFN                  | Provide Canada and Yukon with a sample of the proof provided of consent given under 16.4.2 or proof of allocation of a Harvesting opportunity for Wildlife or basic needs allocation of Salmon. | As soon as practicable after development of the sample                     |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Consultation with KDFN before taking action on Fish and Wildlife matters affecting KDFN management responsibilities or exercise of Harvesting rights

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

16.5.4 Government shall Consult with a Yukon First Nation prior to taking action on Fish or Wildlife matters which may affect the Yukon First Nation's management responsibilities or the exercise of Harvesting rights under a Settlement Agreement of Yukon Indian People enrolled under that Yukon First Nation Final Agreement.

**CROSS REFERENCED CLAUSES:** 16.3.3.2, 16.5.1 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Government            | Notify and provide details to KDFN of proposed action on a Fish and Wildlife matter which may affect KDFN. | As required  |
| KDFN                  | Prepare and present views to Government regarding proposed action.   | Within reasonable period of time indicated by Government |
| Government            | Provide full and fair consideration of views presented. Inform KDFN of action to be taken.                 | Prior to action being taken                              |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Nomination of alternate members to the IRRC

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.6.2.1 The Kwanlin Dun First Nation and the Minister may each nominate one additional member as an alternate member to the Council.

**CROSS REFERENCED CLAUSES:** 2.11.8, 2.12.2.3, 2.12.2.4, Chapter 2 Schedule B 4.1; 16.6.2.2, 16.6.2.3, 16.6.4 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                        |
|-----------------------|--|--------------------------------------|
| KDFN and/or Yukon     | At discretion, nominate an additional member to IRRC as an alternate, in accordance with the requirements of 16.6.4 (all). | As necessary                         |
| Yukon                 | Appoint alternate members to IRRC.   | After nominations have been received |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Amendment of Wildlife Act

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN, Renewable Resources Councils (RRCs), FWMB

**OBLIGATIONS ADDRESSED:**

16.6.13 The Minister shall recommend to the Yukon Legislative Assembly an amendment to the Wildlife Act, R.S.Y. 1986, c. 178 to enable the Council to establish bylaws under the Wildlife Act, R.S.Y. 1986, c. 178 pursuant to 16.6.10.6.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1; 16.5.4, 16.6.10.6, 16.7.16, 16.11.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Yukon                 | Send details of proposed amendment to KDFN and FWMB.   | As soon as practicable                                       |
| KDFN, FWMB            | Review request, prepare and present views regarding proposed amendment.                              | Within a reasonable time period indicated by Yukon           |
| Yukon                 | Provide full and fair consideration to views presented and draft amendment.                          | Prior to introducing amendment to Yukon Legislative Assembly |
| Yukon                 | Introduce amendment to Yukon Legislative Assembly. Send approved Legislation to KDFN, FWMB and RRCs. | Following approval of legislation                            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Provision of research results/information to IRRC

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

16.6.15 Government shall provide Councils with the results of research under 16.6.10.11.

16.6.17 Upon request by the Council, the Minister and the affected Yukon First Nation shall make available to the Council information in their possession reasonably required for the Council to carry out its functions under this chapter.

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1; 16.6.10.11

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Government            | Provide results of research under 16.6.10.11 to IRRC.   | As soon as practicable after Government receives research information |
| Government, KDFN      | Provide IRRC with information in their possession reasonably required for the IRRC to carry out its functions under this chapter. | Upon request by IRRC  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Recommendation to Minister on allocation, in amount and area, of Salmon to users

**RESPONSIBLE PARTY:** SSC

**PARTICIPANT / LIAISON:** KDFN, other affected YFNs, Canada

**OBLIGATIONS ADDRESSED:**

16.7.17.12 Without restricting 16.7.17.11, the Sub-Committee:

(f) after Consultation with affected Yukon First Nations, shall make recommendations to the Minister on allocation, in amount and by area, of Salmon to users, in accordance with this chapter; and

**CROSS REFERENCED CLAUSES:** 16.7.17.11, 16.8.0 (all), 16.10.5; Chapter 16 Schedule A

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| <b>Responsibility</b>        | <b>Activities</b>  | <b>Timing</b>                      |
|------------------------------|--|------------------------------------|
| SSC                          | Identify need to vary allocation, in amount and by area, of Salmon to users, and notify KDFN and other affected YFNs and Canada. Provide any relevant information. | As necessary                       |
| KDFN and other affected YFNs | Review proposal and prepare and present views.   | Within a reasonable period of time |
| SSC                          | Provide full and fair consideration to input received.   | As required                        |
| SSC                          | Make recommendations to the Minister on allocation, in amount and by area, of Salmon to users.   | As soon as practicable             |
| SSC                          | Notify KDFN and other affected YFNs of outcome of recommendations.   | As soon as practicable             |

**Planning Assumption**

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Allocation of Total Allowable Harvest (TAH) for moose  
before resolving KDFN overlaps with other Yukon First Nations

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

16.9.1.3 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation either:

- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule C - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
- (b) the number of moose required to satisfy the Subsistence needs of Kwanlin Dun,

whichever is less.

16.9.1.5 The Subsistence needs of Kwanlin Dun referred to in 16.9.1.3(b), 16.9.1.4(b) and 2.3.2.3 of Schedule C to this chapter shall be determined in the following manner:

- (a) the Kwanlin Dun First Nation shall provide its assessment of the Subsistence needs of Kwanlin Dun to Government and the Council;
- (b) if Government disagrees with the Kwanlin Dun First Nation's assessment of the Subsistence needs of Kwanlin Dun, the Minister and the Kwanlin Dun First Nation shall attempt to agree on the Subsistence needs of Kwanlin Dun and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0; and
- (c) the following shall be included in determining the Subsistence needs of Kwanlin Dun for the purposes of 16.9.1.5:
  - (i) the health and nutritional needs of Kwanlin Dun;
  - (ii) current harvest levels and relevant historical harvest levels of the species by Kwanlin Dun;
  - (iii) the harvest patterns of Kwanlin Dun and changes to those patterns;
  - (iv) current personal consumption estimates of the species by Kwanlin Dun; and

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(v) such other factors as agreed upon by Government and the Kwanlin Dun First Nation.

Chapter 16 Schedule C

2.1 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation 75% of the Total Allowable Harvest.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), 26.3.0 (all)

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Before KDFN substantially resolves its traditional territory overlaps with its neighbouring First Nations, the 'proportion' number is set out in Schedule C 2.1 namely, 75% of the moose available for harvest. The subsistence needs number is determined through discussions between KDFN and the Yukon Minister responsible for wildlife, as described in 16.9.1.5. These two numbers are compared, and the allocation to First Nation hunters is the smaller of the two.

| Responsibility | Activities  | Timing  |
|----------------|---|---|
| Yukon          | If establishing a Total Allowable Harvest for moose according to 16.9.1.3, notify KDFN of the need to assess the Subsistence needs of Kwanlin Dun.  | As required   |
| KDFN           | Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Kwanlin Dun to the Minister and the IRRC.  | Within reasonable period of time after notification of need to assess Subsistence needs |
| KDFN, Yukon    | If Minister disagrees with the assessment by KDFN of its Subsistence needs, attempt to agree on the Subsistence needs of Kwanlin Dun, taking into account 16.9.1.5(c).  | As necessary  |
| KDFN or Yukon  | If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.   | As necessary  |
| Yukon          | After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to KDFN either 75% of the TAH for moose, or the number required to meet the Subsistence needs, whichever is less. | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of moose allocation and allocation of Total Allowable Harvest (TAH) for moose **after** resolving KDFN overlaps with other Yukon First Nations

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

16.9.1.3 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation either:

- (a) a portion of the Total Allowable Harvest determined in accordance with Schedule C - Allocation of Total Allowable Harvest for Moose, attached to this chapter; or
- (b) the number of moose required to satisfy the Subsistence needs of Kwanlin Dun,

whichever is less.

16.9.1.5 The Subsistence needs of Kwanlin Dun referred to in 16.9.1.3(b), 16.9.1.4(b) and 2.3.2.3 of Schedule C to this chapter shall be determined in the following manner:

- (a) the Kwanlin Dun First Nation shall provide its assessment of the Subsistence needs of Kwanlin Dun to Government and the Council;
- (b) if Government disagrees with the Kwanlin Dun First Nation's assessment of the Subsistence needs of Kwanlin Dun, the Minister and the Kwanlin Dun First Nation shall attempt to agree on the Subsistence needs of Kwanlin Dun and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0; and
- (c) the following shall be included in determining the Subsistence needs of Kwanlin Dun for the purposes of 16.9.1.5:
  - (i) the health and nutritional needs of Kwanlin Dun;
  - (ii) current harvest levels and relevant historical harvest levels of the species by Kwanlin Dun;
  - (iii) the harvest patterns of Kwanlin Dun and changes to those patterns;
  - (iv) current personal consumption estimates of the species by Kwanlin Dun; and

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(v) such other factors as agreed upon by Government and the Kwanlin Dun First Nation.

Chapter 16 Schedule C

- 2.1 If a Total Allowable Harvest is established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation 75% of the Total Allowable Harvest.
- 2.2 Upon the elimination of Overlapping Areas in all or substantially all of the Traditional Territory of the Kwanlin Dun First Nation and upon the request of the Kwanlin Dun First Nation, Government shall endeavour to negotiate an allocation for moose for the Traditional Territory of the Kwanlin Dun First Nation no less favourable to the Kwanlin Dun First Nation than the allocation set out at 2.1.
- 2.3 Any allocation negotiated under 2.2 shall be in the following form:
  - 2.3.1 When the Available Harvest in the Traditional Territory is as set out in column 1 of the following table, Government shall allocate to the Kwanlin Dun First Nation that portion of the Total Allowable Harvest established for moose for all or part of the Traditional Territory of the Kwanlin Dun First Nation set out in the corresponding row of column 2.
  - 2.3.2 The numbers and percentages to be inserted in column 1 and column 2 of the table will be determined by the parties as part of the negotiation under 2.2 and shall be based on the following factors:
    - 2.3.2.1 estimates of the moose population in the Traditional Territory of the Kwanlin Dun First Nation;
    - 2.3.2.2 the traditional knowledge and experience of Kwanlin Dun;
    - 2.3.2.3 the Subsistence needs of Kwanlin Dun;
    - 2.3.2.4 the reasonable needs of other harvesters;
    - 2.3.2.5 the matters set out in 16.9.6.1 to 16.9.6.4; and
    - 2.3.2.6 such other factors as agreed upon by Government and the Kwanlin Dun First Nation.
  - 2.3.3 In determining the Available Harvest in the Traditional Territory for the purposes of an allocation negotiated under 2.2, Government shall Consult with the Kwanlin Dun First Nation and the Council and shall consider scientific research and the special knowledge and experience of Kwanlin Dun.
- 2.4 Failing an agreement under 2.2, the allocation shall be as set out in 2.1.

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| <b>Column 1</b>   | <b>Column 2</b>   |
|---|---|
| <b>Available Harvest in the Traditional Territory</b>   | <b>Portion of Total Allowable Harvest</b>   |
| Numbers will be determined by the parties as part of the negotiation under 2.2 and will be based on the factors set out in 2.3.2. | Percentages will be determined by the parties as part of the negotiation under 2.2 and will be based on the factors set out in 2.3.2. |

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), 26.3.0 (all)

After KDFN substantially resolves its traditional territory overlap with its neighbouring First Nations, the model for allocating moose to KDFN hunters may change. The 75% proportion, as described in the previous activity sheet entitled “Allocation of Total Allowable Harvest (TAH) for moose before resolving KDFN overlaps with other First Nations”, may change, if a new allocation proportion can be agreed upon, as described in this activity sheet.

| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| KDFN, Yukon   | Enter into negotiations to determine an allocation for moose for the Traditional Territory of the KDFN no less favourable to KDFN than the 75% allocation set out at 2.1. The allocation will be in the form laid out in Chapter 16, Schedule C (table at 2.4), and shall take into account Chapter 16, Schedule C, 2.3.1 and 2.3.2. | At the request of KDFN, after elimination of Overlapping Areas in all or substantially all of the Traditional Territory of KDFN |
| <u>If Yukon and KDFN have agreed to a new allocation for moose as provided under Chapter 16 Schedule C 2.2:</u> |  |   |
| Yukon   | If establishing a TAH for moose according to 16.9.1.3, notify KDFN of the need to assess the Subsistence needs of Kwanlin Dun.   | As required   |
| KDFN  | Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Kwanlin Dun to the Minister and the IRRC.   | Within reasonable time after notification of need to assess Subsistence needs   |
| KDFN, Yukon   | If Minister disagrees with the assessment by KDFN of its Subsistence needs, attempt to agree on the Subsistence needs of Kwanlin Dun, taking into account 16.9.1.5(c).   | As necessary  |

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| Responsibility   | Activities   | Timing  |
|--|--|---|
| KDFN or Yukon  | If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.  | As necessary  |
| Yukon  | After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to KDFN either the number of moose as agreed to as per chapter 16 Schedule C 2.1, or the number required to meet the Subsistence needs, whichever is less. | As necessary  |
| <u>If Yukon and KDFN have not agreed to an allocation for moose under Chapter 16, Schedule C, 2.2:</u> |  |   |
| Yukon  | If establishing a TAH for moose according to 16.9.1.3, notify KDFN of the need to assess the Subsistence needs of Kwanlin Dun.   | As required   |
| KDFN   | Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Kwanlin Dun to the Minister and the IRRC.   | Within reasonable time after notification of need to assess Subsistence needs |
| KDFN, Yukon  | If Minister disagrees with the assessment by KDFN of its Subsistence needs, attempt to agree on the Subsistence needs of Kwanlin Dun, taking into account 16.9.1.5(c).   | As necessary  |
| KDFN or Yukon  | If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.  | As necessary  |
| Yukon, KDFN  | After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to KDFN either 75% of the TAH for moose, or the number required to meet the Subsistence needs, whichever is less.  | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Allocation of Total Allowable Harvest (TAH) for woodland caribou

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

16.9.1.4 If a Total Allowable Harvest is established for woodland caribou for all or part of the Traditional Territory of the Kwanlin Dun First Nation, Government shall allocate to the Kwanlin Dun First Nation either:

- (a) 75% of the Total Allowable Harvest; or
- (b) the number of woodland caribou required to satisfy the Subsistence needs of Kwanlin Dun,

whichever is less.

16.9.1.5 The Subsistence needs of Kwanlin Dun referred to in 16.9.1.3(b), 16.9.1.4(b) and 2.3.2.3 of Schedule C to this chapter shall be determined in the following manner:

- (a) the Kwanlin Dun First Nation shall provide its assessment of the Subsistence needs of Kwanlin Dun to Government and the Council;
- (b) if Government disagrees with the Kwanlin Dun First Nation's assessment of the Subsistence needs of Kwanlin Dun, the Minister and the Kwanlin Dun First Nation shall attempt to agree on the Subsistence needs of Kwanlin Dun and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0; and
- (c) the following shall be included in determining the Subsistence needs of Kwanlin Dun for the purposes of 16.9.1.5:
  - (i) the health and nutritional needs of Kwanlin Dun;
  - (ii) current harvest levels and relevant historical harvest levels of the species by Kwanlin Dun;
  - (iii) the harvest patterns of Kwanlin Dun and changes to those patterns;
  - (iv) current personal consumption estimates of the species by Kwanlin Dun; and
  - (v) such other factors as agreed upon by Government and the Kwanlin Dun First Nation.

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**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1; 16.5.1, 16.5.4, 16.6.10.1, 16.7.12.2, 16.7.12.4, 16.9.2 (all), 26.3.0 (all)

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If, at some point in the future, it becomes necessary to limit the number of woodland caribou which can be harvested, a Total Allowable Harvest (TAH) is put in place. 16.9.1.4 provides that KDFN hunters be allocated a certain proportion of the caribou. KDFN hunters are allocated either 75% of the number of caribou available for harvest, or the number of caribou required to meet the Subsistence needs of Kwanlin Dun, whichever is less.

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Yukon                 | If establishing a TAH for woodland caribou according to 16.9.1.4, notify KDFN of the need to assess the Subsistence needs of Kwanlin Dun.   | As required   |
| KDFN                  | Assess Subsistence needs, taking into account 16.9.1.5(c), and provide information on the Subsistence needs of Kwanlin Dun to the Minister and the IRRC.  | Within reasonable time after notification of need to assess Subsistence needs |
| KDFN, Yukon           | If Minister disagrees with the assessment by KDFN of its Subsistence needs, attempt to agree on the Subsistence needs of Kwanlin Dun, taking into account 16.9.1.5(c).  | As necessary  |
| KDFN or Yukon         | If no agreement on Subsistence needs is reached, at discretion, refer to the dispute resolution process under 26.3.0.   | As necessary  |
| Yukon                 | After either agreement on Subsistence needs is reached or dispute on Subsistence needs is resolved through the dispute resolution process, allocate to KDFN either 75% of the TAH for caribou, or the number required to meet the Subsistence needs, whichever is less. | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Harvest reallocation upon request of KDFN under 16.9.3

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** Other YFNs

**OBLIGATIONS ADDRESSED:**

16.9.3 Where, in any year:

- 16.9.3.1 the maximum harvest allocation for a species of Wildlife negotiated for a Yukon First Nation pursuant to 16.9.1 or 16.9.13 is greater than that Yukon First Nation's Basic Needs Level or its needs, as the case may be; and
- 16.9.3.2 the maximum harvest allocation to another Yukon First Nation pursuant to its Yukon First Nation Final Agreement is less than that Yukon First Nation's Basic Needs Level or its needs, as the case may be, for that species of Wildlife,

Government, upon the request of the Yukon First Nation described in 16.9.3.1, shall allocate some or all of the maximum harvest allocation as determined by that Yukon First Nation which is surplus to the Basic Needs Level or needs of that Yukon First Nation to the Yukon First Nation described in 16.9.3.2 in the Traditional Territory of the Yukon First Nation described in 16.9.3.1 up to the Basic Needs Level or needs, as the case may be, of the Yukon First Nation described in 16.9.3.2.

**CROSS REFERENCED CLAUSES:** 16.9.1, 16.9.13

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>          |
|-----------------------|--|------------------------|
| KDFN                  | At discretion, request that Yukon allocate some of KDFN harvest allocation to another YFN in accordance with 16.9.3. | As necessary           |
| Yukon                 | Alter allocation as requested.   | As soon as practicable |
| Yukon                 | Inform affected YFNs.  | As soon as practicable |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review of food Freshwater Fish needs

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.9.10 Yukon First Nation Final Agreements may provide for special Harvesting rights for Yukon Indian People for Freshwater Fish. The purpose of the special Harvesting rights shall be to maintain the priority for Yukon Indian People's food fish needs over other uses.

16.9.10.1 The special Harvesting rights of the Kwanlin Dun referred to in 16.9.10 are set out in Schedule D - Freshwater Fish Waterbodies - Assessment and Management Plans, attached to this chapter.

16.9.10.2 If the Kwanlin Dun First Nation is of the view that the food Freshwater Fish needs of the Kwanlin Dun are not being met, it may request that Government undertake a joint review with the Kwanlin Dun First Nation of the matter.

16.9.10.3 Upon receipt of a request referred to in 16.9.10.2, Government shall undertake with the Kwanlin Dun First Nation a joint review in respect of the food Freshwater Fish needs of the Kwanlin Dun, taking into account:

- (a) the identification of those Freshwater Fish waterbodies that will be included as a priority in the review;
- (b) the Kwanlin Dun First Nation's assessment of the food Freshwater Fish needs of Kwanlin Dun;
- (c) the current harvest patterns and relevant historical harvest patterns of Kwanlin Dun and changes to those patterns in respect of Freshwater Fish;
- (d) information regarding the matters set out in 16.9.6; and
- (e) any other available relevant information.

16.9.10.4 Unless otherwise agreed, joint reviews pursuant to 16.9.10.3 shall not occur more than once every five years.

16.9.10.5 In conducting a joint review referred to in 16.9.10.3, Government and the Kwanlin Dun First Nation shall each provide to the other any available relevant information in its possession which would assist in reviewing whether the food Freshwater Fish needs of Kwanlin Dun are being met.

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16.9.10.6 If, as a result of the review referred to in 16.9.10.3, Government and the Kwanlin Dun First Nation determine that the food Freshwater Fish needs of the Kwanlin Dun are not being met, Government and the Kwanlin Dun First Nation shall attempt to agree on how best to meet them, which may include the development of a management plan for a Freshwater Fish waterbody in the Traditional Territory of the Kwanlin Dun First Nation.

16.9.10.7 If the Kwanlin Dun First Nation and Government are unable to reach agreement under 16.9.10.6, either Government or the Kwanlin Dun First Nation may refer the matter to the dispute resolution process under 26.4.0.

16.9.10.8 If the Kwanlin Dun First Nation and Government are unable to reach agreement following dispute resolution referred to in 16.9.10.7, the Minister shall forward his decision in respect of the matter to the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 16.9.6.3, 26.4.0 (all)

| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>  |
|--|---|--|
| KDFN   | At discretion, request that Yukon undertake a joint review of the food Freshwater Fish needs of Kwanlin Dun.  | Not more than once every five years                                  |
| Yukon and KDFN   | Undertake a joint review in respect of the food Freshwater Fish needs of Kwanlin Dun, taking into account the factors in 16.9.10.3.   | As soon as practicable after KDFN request                            |
| Yukon and KDFN   | Provide to each other any available relevant information.   | As soon as practicable after review begins                           |
| <u>If Yukon and KDFN determine that the food Freshwater Fish needs of Kwanlin Dun are not being met:</u> |   |  |
| Yukon, KDFN  | Attempt to agree on how best to meet the food Freshwater Fish needs of Kwanlin Dun, which may include the development of a management plan for a Freshwater Fish waterbody in the KDFN Traditional Territory. | As required as a result of the joint review referred to in 16.9.10.3 |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>                                   |
|---|---|---|
| <u>If Yukon and KDFN are unable to agree on how best to meet the food Freshwater Fish needs of Kwanlin Dun:</u> |   |   |
| Yukon or KDFN   | At discretion, refer the matter to the dispute resolution process under 26.4.0. |   |
| <u>If there is no agreement between Yukon and KDFN following the dispute resolution process:</u>                |   |   |
| Minister  | Forward decision in respect of the matter to KDFN.                              | Following outcome of dispute resolution process |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Negotiation of Basic Needs Level

**RESPONSIBLE PARTY:** KDFN, Government

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.9.13 Following a Yukon First Nation Final Agreement, a Yukon First Nation and Government may negotiate a Basic Needs Level for a species other than those species where Basic Needs Levels have already been negotiated.

**CROSS REFERENCED CLAUSES:** 16.5.1, 16.5.1.4, 16.5.1.5, 16.9.15, 16.10.3

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| <b>Responsibility</b>                 | <b>Activities</b>  | <b>Timing</b>                           |
|---------------------------------------|--|---|
| KDFN or Government                    | Contact other party with a request to negotiate a Basic Needs Level. | At request of any party                 |
| KDFN or Government (responding party) | Respond to request for negotiations.                                 | Within a reasonable time of the request |
| KDFN, Government                      | If parties agree, enter negotiations.                                | As necessary                            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Endeavouring to rehabilitate wildlife populations

**RESPONSIBLE PARTY:** Government, KDFN, FWMB and IRRC

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.9.16 In the event that the Total Allowable Harvest is less than a Basic Needs Level or an adjusted Basic Needs Level, Government, the Yukon First Nation, the Board and the affected Council shall endeavour to rehabilitate the population.

**CROSS REFERENCED CLAUSES:** 16.1.1, 16.1.1.1, 27.4.1

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| <b>Responsibility</b>              | <b>Activities</b>  | <b>Timing</b> |
|------------------------------------|--|---------------|
| Government,<br>KDFN, FWMB,<br>IRRC | When a Total Allowable Harvest is less than a Basic<br>Needs Level or adjusted Basic Needs Level, exchange<br>information and cooperatively identify options for<br>rehabilitating the population. Develop a plan. | As necessary  |
| Government,<br>KDFN, FWMB,<br>IRRC | Endeavour to rehabilitate the affected population in<br>accordance with the plan.  | As required   |

**Planning Assumptions**

1. The initial discussions will identify time lines, budgetary and other resources required and each party's participation in the development of the plan.
2. The plan will identify each party's participation in the process of rehabilitating the population.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Distribution to Yukon Indian People of edible meat which is a by-product of the harvest

**RESPONSIBLE PARTY:** Government, YFNs

**PARTICIPANT / LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

16.9.17 Where the primary reason for Harvesting Wildlife is for purposes other than food, Government and Yukon First Nations shall explore methods of acquiring any edible meat which is a by-product of the harvest to assist in satisfying the needs of Yukon Indian People for food.

**CROSS REFERENCED CLAUSES:** 16.5.1.8, 16.8.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>          |
|-----------------------|---|------------------------|
| KDFN,<br>Government   | Develop and review options for improving distribution of edible meat which is a by-product of the harvest to Yukon Indian People. | At request of the KDFN |
| KDFN,<br>Government   | If the parties agree on methods, identify and implement the necessary procedures.   | As necessary           |

**Planning Assumptions**

1. It is the Parties' understanding that KDFN will take responsibility for initiating these activities. KDFN will initiate these activities at their discretion.
2. Government and KDFN may refer this issue to the IRRC for its input.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of basic needs allocations for Salmon pursuant to Chapter 16 Schedule A 3.9.2, 3.9.3, and 3.9.4

**RESPONSIBLE PARTY:** Canada and KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.10.3 In negotiating a basic needs allocation, the affected Yukon First Nation and Government shall consider the following:

- 16.10.3.1 the historical uses and Harvesting patterns of Yukon Indian People and other aboriginal groups;
- 16.10.3.2 the Harvesting patterns of other residents of the Yukon;
- 16.10.3.3 changing patterns of consumption;
- 16.10.3.4 the statistics prepared by the Department of Fisheries and Oceans for the Indian food fishery within each drainage basin for the past five years;
- 16.10.3.5 the ability of Salmon stocks within a drainage basin to meet the demands of the Yukon First Nations whose Traditional Territories include that drainage basin; and
- 16.10.3.6 such other factors as the parties may agree.

Chapter 16 Schedule A

- 3.9.2 If, within three months of the release of the results of the Study, a Yukon First Nation so requests, the Minister and the Yukon First Nation will negotiate with a view to agreeing to make changes to 3.9.1 to balance better the change over time in population of the Yukon First Nation with the factors listed 16.10.3, and each party will consider in negotiations the recommendations of the contractor referred to in 3.6.2 and the factors described in 16.10.3.
- 3.9.3 If, after one year following the request to negotiate, the parties have not reached agreement, either party may, within a further 30 days, refer any outstanding matter to the dispute resolution process under 26.4.0.
- 3.9.4 If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution, the basic needs allocation for the Yukon First Nation shall be as set out in 3.9.1.

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**CROSS REFERENCED CLAUSES:** 16.10.4; Chapter 16 Schedule A 2.1, 3.2, 3.6.2, 3.9.1; 26.4.0;  
KDFNFA Plan Activity Sheet Chapter 16 Schedule A 4.1

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| KDFN  | Request negotiations with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 to balance better the changes over time in population of KDFN.                             | Within 3 months of the release of the result of the Study               |
| Canada, KDFN  | Negotiate with a view to agreeing to make changes to Chapter 16 Schedule A 3.9.1 taking into consideration the recommendations of the contractor and the factors described in 16.10.3. | As soon as practicable after KDFN request                               |
| <u>If, after one year following the request to negotiate, the parties have not reached an agreement:</u>  |  |   |
| KDFN or Canada  | At discretion, refer any outstanding matters to the dispute resolution process under 26.4.0.   | Within a further 30 days of one year following the request to negotiate |
| <u>If no agreement is reached under 3.9.2, no reference to dispute resolution is made under 3.9.3, or no agreement is reached within four months following a reference to dispute resolution:</u> |  |   |
| Canada  | Set basic needs allocation for KDFN as set out in 3.9.1.   | As necessary  |

#### **Planning Assumption**

1. The Department of Fisheries and Oceans will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Variation of basic needs allocation for Salmon among YFNs

**RESPONSIBLE PARTY:** YFNs (as defined in Chapter 16 Schedule A), Canada

**PARTICIPANT / LIAISON:** SSC

**OBLIGATIONS ADDRESSED:**

16.10.5 The basic needs allocation among the Yukon First Nations of Salmon set out in Schedule A - Determination of Basic Needs Allocation for the Drainage Basin of the Yukon River, attached to this chapter, may be varied by agreement in writing of all affected Yukon First Nations and Government.

**CROSS REFERENCED CLAUSES:** 16.7.17.11, 16.7.17.12(f); Chapter 16 Schedule A

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| <b>Responsibility</b>    | <b>Activities</b>   | <b>Timing</b>  |
|--------------------------|---|--|
| YFNs or Canada           | Identify need to vary allocation among affected YFNs; notify other parties and SSC. | As necessary, or upon receipt of recommendation of SSC |
| Affected YFNs and Canada | Attempt to reach agreement on a variation to the allocation.                        | As soon as practicable                                 |
| Affected YFNs and Canada | If agreement is reached, confirm agreement in writing and implement new allocation. | As necessary   |
| Affected YFNs and Canada | Notify SSC of new allocation.   | As soon as practicable                                 |

**Planning Assumptions**

1. The parties may seek the recommendations of the SSC to assist in determining the new allocation.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Priority of YFNs' basic needs allocation

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** SSC, YFNs

**OBLIGATIONS ADDRESSED:**

16.10.8 Unless the affected Yukon First Nations otherwise agree, the basic needs allocation for a drainage basin shall have priority over all other fisheries in the allocation of the Total Allowable Catch. A basic needs allocation shall not be construed as a guarantee by Government that the allocation will actually be harvested by the Yukon First Nation.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                      |
|-----------------------|--|--|
| Canada                | Ensure the basic needs allocation for any drainage basin shall have priority over all other fisheries. | After the effective date of Settlement Legislation |
| Canada                | Seek agreement of affected YFNs to alter allocation.   | As required  |
| Affected YFNs         | Review proposal and notify Canada of decision.   | Upon receipt of proposal                           |
| Canada                | Alter allocation.  | If all affected YFNs agree                         |

**Planning Assumptions**

1. Canada shall work with the SSC and YFNs to determine how the priority of the YFNs' total basic needs allocation for the drainage basin is to be given effect.
2. The Department of Fisheries and Oceans will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Distribution of Total Allowable Catch when Total Allowable Catch falls below YFNs' basic needs allocation for the Yukon River Drainage Basin

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** SSC and affected YFNs

**OBLIGATIONS ADDRESSED:**

16.10.9 Where the Total Allowable Catch is less than what is required to satisfy the basic needs allocations of Yukon First Nations within the Yukon River drainage basin, the Total Allowable Catch shall be distributed among the affected Yukon First Nations on a pro rata basis proportional to their share of the total basic needs allocation for that drainage basin.

16.10.13 Where:

16.10.13.1 a Total Allowable Catch is less than the total basic needs allocation in a season for the affected Yukon First Nations, and it is subsequently determined that the spawning escapement targets for Conservation were greater than was actually required for Conservation in that season; or

16.10.13.2 subject to an agreement entered into pursuant to 16.10.8, Government allocates Salmon to other fisheries which results in there being insufficient Salmon available to a Yukon First Nation to harvest its basic needs allocation for a drainage basin,

Government shall, in subsequent years, allocate additional Salmon to the affected Yukon First Nations, in proportion to their share of the total basic needs allocation, from any Salmon which are not required for Conservation for that drainage basin, so that, over a six year period, the Yukon First Nations are allocated, on average, their total basic needs allocation.

**CROSS REFERENCED CLAUSES:** 16.10.8

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Canada                | If the Total Allowable Catch is less than what is required to satisfy the basic needs allocation, distribute the available Total Allowable Catch among the affected YFNs on a pro rata basis proportional to their share of the total basic needs allocation. | As required once the drainage basin basic needs allocation is established |

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                     |
|-----------------------|---|-----------------------------------|
| Canada                | If conditions identified in 16.10.13 occur, make necessary increases from any Salmon which are not required for Conservation to each affected YFN's annual allocation in order that after a period of no more than six years each YFN's average annual basic needs allocation is met. | Over a period of the next 6 years |

**Planning Assumptions**

1. The Department of Fisheries and Oceans (“DFO”) will assume the lead role for Canada.
2. Where inaccurate pre-season or in-season Total Allowable Catch determinations result in an inability to meet the basic needs allocation for the drainage basin and other commercial and sport fisheries have harvested Salmon, Government will subsequently adjust the affected YFN's annual basic needs allocations. The intention would be to provide for that adjustment within the Total Allowable Catch established for the following year if it is reasonable to do so.
3. Where the in-season Total Allowable Catch is less than what is required to satisfy the basic needs allocation of a YFN pursuant to 16.10.9 in any one year for any other reason than those described in 16.10.13, no adjustment of that YFN's basic needs allocation will be made.
4. Government will make best efforts to refer these issues to the SSC for their consideration and input prior to making a determination pursuant to this clause.
5. A temporary reduction or cancellation of commercial or other fisheries may be required in order to allow Government to allocate the necessary additional fish to the YFNs basic needs allocation fishery.
6. Precise determinations of spawning escapement cannot be made with existing DFO management practices, therefore, determinations pursuant to 16.10.13.1 may be difficult to assess. In recognition of this difficulty, and consistent with clause 16.10.8, every effort will be made in the setting and allocation of the annual Total Allowable Catch to meet the requirements of the YFNs' basic needs allocations for the drainage basin before allocating Salmon to other users.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Reallocation of a basic needs allocation from a downstream YFN to an upstream YFN

**RESPONSIBLE PARTY:** SSC

**PARTICIPANT / LIAISON:** Affected YFNs, Canada

**OBLIGATIONS ADDRESSED:**

16.10.14 Where a downstream Yukon First Nation harvests Salmon in excess of its basic needs allocation with the result that an upstream Yukon First Nation does not have available to it sufficient Salmon to meet its basic needs allocation, the Sub-Committee may, in subsequent years, reallocate a portion of the basic needs allocation of the downstream Yukon First Nation to the upstream Yukon First Nation to compensate for the over-harvesting of the downstream Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 16.8.9

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| SSC                   | In cooperation with affected YFNs, identify situation in which Harvesting in excess of basic needs allocation by a downstream YFN may have resulted in the failure of an upstream YFN to meet its basic needs allocation. | As required after basic needs allocations are established for the drainage basin in question |
| SSC                   | In cooperation with affected YFNs, review available information.  | As soon as practicable   |
| SSC                   | Reallocate a portion of the downstream YFN's allocation to the upstream YFN if appropriate.   | As required  |
| SSC                   | Notify affected YFNs and implement decision, subject to 16.8.9.   | As required  |

**Planning Assumptions**

1. The Department of Fisheries and Oceans (“DFO”) will assume the lead role for Canada.

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IMPLEMENTATION PLAN**

2. Canada will provide the technical information and support available to it in order to assist the SSC in making a determination pursuant to this clause.
3. Management information currently available to the DFO may not, in all cases, be adequate to determine conclusively that the over-harvesting by a downstream YFN resulted in the unavailability of sufficient salmon for an upstream YFN to meet its basic needs allocation.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Additional commercial Salmon fishing licences   |
| <b>RESPONSIBLE PARTY:</b>     | Canada, Yukon First Nations of the Yukon River Drainage Basin ("Affected YFNs")   |
| <b>PARTICIPANT / LIAISON:</b> | None identified   |
| <b>OBLIGATIONS ADDRESSED:</b> |   |
| 16.10.15                      | In accordance with 16.10.16, upon ratification of the Umbrella Final Agreement, Government shall issue a number of new additional Yukon commercial Salmon fishing licences to Yukon First Nations whose Traditional Territories include part of the Yukon River drainage basin.               |
| 16.10.16                      | The number of licences to be issued pursuant to 16.10.15 shall be the number equivalent to 26 percent of the Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on the day immediately preceding the date of ratification of the Umbrella Final Agreement. |
| 16.10.16.1                    | Following ratification of the Umbrella Final Agreement, the Yukon First Nations of the Yukon River drainage basin shall notify Government how the licences to be issued pursuant to 16.10.15 are to be allocated between them.  |
| 16.10.16.2                    | Upon receipt of notification pursuant to 16.10.16.1, Government shall issue, without fee, the licences to the affected Yukon First Nations.   |
| 16.10.17                      | The licences issued pursuant to 16.10.15 are not transferable except to another Yukon First Nation whose Traditional Territory includes part of the Yukon River drainage basin.   |

**CROSS REFERENCED CLAUSES:** 16.7.17.12, 16.7.17.12 (e), 16.10.20

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                |
|-----------------------|--|------------------------------|
| Affected YFNs         | Determine how licences will be allocated and notify Canada.                | As soon as practicable       |
| Canada                | Issue licences without fee according to allocation determined by the YFNs. | Upon receipt of notification |
| Affected YFNs         | Inform Canada of any licence transfers agreed to by YFNs.                  | Upon transfer                |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**Planning Assumptions**

1. Pursuant to 16.7.17.12 (e), the SSC may make recommendations to Canada on related new opportunities and proposed management measures for the commercial uses of Salmon.
2. The eight (8) licences to be issued pursuant to 16.10.15 represent 26 percent of the thirty (30) Yukon commercial Salmon fishing licences in effect for the Yukon River drainage basin on May 28, 1993, the day immediately preceding the date of ratification of the Umbrella Final Agreement.
3. The Department of Fisheries and Oceans will assume the lead role for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Allocation of traplines

**RESPONSIBLE PARTY:** Yukon, KDFN, IRRC

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.11.3.4 The Renewable Resources Council established for the Traditional Territory of a Yukon First Nation described in 16.11.3 shall establish additional criteria for the process by which the transition to the target set out in 16.11.3 is to be achieved, including transfers of traplines other than those pursuant to 16.11.3.3, which also may be permitted notwithstanding 16.11.3.1.

16.11.10 The Council shall regularly review the use of traplines and make recommendations to the Minister and Yukon First Nations on the assignment and reassignment of all new, vacant and under-utilized traplines pursuant to criteria that it establishes in accordance with 16.6.10.6 and 16.6.10.7, as follows:

16.11.10.1 new and vacant traplines shall be assigned with regard to criteria established by the Council and, to the extent possible, in accordance with 16.11.3;

16.11.10.2 additional criteria for the allocation of Category 1 Traplines may be established by a Yukon First Nation;

16.11.10.6 for Category 1 Traplines, the final allocation authority shall rest with the Yukon First Nation;

16.11.10.7 for Category 2 Traplines, the final allocation authority shall rest with the Minister;

**CROSS REFERENCED CLAUSES:** 2.11.8, Chapter 2 Schedule B 4.1; 16.6.10.6, 16.6.10.7, 16.8.0 (all), 16.11.2 (all), 16.11.3 (all), 16.11.10.3, 16.11.10.5, 16.11.10.8

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>          |
|-----------------------|---|------------------------|
| IRRC                  | Establish trapline allocation criteria in accordance with 16.6.10.6 and 16.6.10.7 and additional criteria for transition process to reach trapline allocation goal of 16.11.3. Inform KDFN and Yukon of criteria. | As soon as practicable |
| KDFN                  | At discretion, establish additional criteria for the allocation of Category 1 Traplines. Inform Yukon and IRRC of criteria.   | As practicable         |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                              |
|-----------------------|--|--|
| IRRC                  | Make recommendations to Minister and/or KDFN on assignment and reassignment of new, vacant and under-utilized traplines. | After receiving recommendations            |
| Minister              | At discretion, assign or reassign Category 2 Traplines.  | After receiving recommendations            |
| KDFN                  | At discretion, assign or reassign Category 1 Traplines.  | After receiving recommendations            |
| KDFN, Minister        | Notify IRRC of decisions regarding assignment of new, vacant or under-utilized traplines.                                | After decision made                        |
| KDFN, Yukon, IRRC     | Update respective trapline registers in accordance with 16.11.10.5.  | After decision made and notification given |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Process by which additional traplines may be designated as Category 1 Traplines

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Registered holder, IRRC, Yukon

**OBLIGATIONS ADDRESSED:**

16.11.8 A trapline shall be designated Category 1 only with the written consent of the registered holder of that trapline.

16.11.9 Where less than 70 percent of the traplines within a Yukon First Nation's Traditional Territory are designated as Category 1 pursuant to 16.11.7, that Yukon First Nation's Final Agreement shall set out the process by which additional traplines may be designated as Category 1 Traplines.

16.11.9.1 The process required by 16.11.9 is that the Kwanlin Dun First Nation shall provide Government with proof of the consent required by 16.11.8 and shall provide Government and the Council with notice that it has designated the trapline to be a Category 1 Trapline.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1, 6.0; 16.11.3.5, 16.11.5.1, 16.11.6, 16.11.7, 16.11.7.1, 16.11.10.5, Chapter 16 Schedule B 1.1

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| <b>Responsibility</b>         | <b>Activities</b>   | <b>Timing</b>                                    |
|-------------------------------|---|--|
| KDFN                          | Request written consent of registered holder of trapline to designate trapline as Category 1.   | As required                                      |
| Registered holder of trapline | Grant or deny consent.  | At discretion                                    |
| KDFN                          | Provide to Yukon proof of consent in accordance with 16.11.8, and provide to Yukon and the IRRC notice that trapline has been designated as Category 1. | As soon as practicable after trapline designated |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Trade and redesignation of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Minister, KDFN, IRRC

**PARTICIPANT / LIAISON:** The trappers concerned in a trade of traplines  
("Affected Trappers")

**OBLIGATIONS ADDRESSED:**

16.11.10.4 upon mutual agreement between the trappers concerned, and with the approval of the Council, the Yukon First Nation and the Minister, a trade may be arranged between Category 1 and Category 2 Traplines, with consequent re-designation of the status of the traplines;

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1, 6.1 (all); 16.11.6, 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.5, 16.11.10.6, 16.11.10.7, 16.11.10.8, 26.4.0 (all)

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>   |
|-------------------------|--|---|
| KDFN, Minister or IRRC  | Upon mutual agreement reached between Affected Trappers on trade of Category 1 Trapline for Category 2 Trapline, notify other parties of proposed trade of Category 1 Trapline for Category 2 Trapline. Provide details. | As soon as practicable after being advised by Affected Trappers |
| KDFN, Minister and IRRC | Review proposed trapline trade, and approve or deny proposal.  | Within reasonable time after receiving proposal                 |
| KDFN and Yukon          | If approved, redesignate traplines in accordance with approved trade.  | As soon as practicable  |
| KDFN, Yukon, and IRRC   | Update respective trapline registers in accordance with 16.11.10.5.  | As soon as practicable  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Maintenance of register of Category 1 and 2 Traplines

**RESPONSIBLE PARTY:** Yukon , KDFN, IRRC

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

16.11.10.5 the Yukon and the Council shall maintain a register of Category 1 and Category 2 Traplines, and the Yukon First Nation shall also maintain a register of Category 1 Traplines.

**CROSS REFERENCED CLAUSES:** 2.9.3, Chapter 2 Schedule B 4.1, 6.1 (all); 16.11.7.1, 16.11.8, 16.11.9 (all), 16.11.10, 16.11.10.4, 16.11.10.6, 16.11.10.7, 16.11.10.8

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Yukon                 | Revise Yukon's trapline concession register to distinguish between Category 1 and Category 2 Traplines.                          | Before or as soon as practicable following Effective Date                      |
| Yukon                 | Notify IRRC and KDFN of Yukon's register and provide copies.   | As soon as practicable after establishment of register                         |
| KDFN                  | Establish register of Category 1 Traplines.  | As soon as practicable   |
| KDFN                  | Notify IRRC and Yukon of KDFN 's register and provide copies.  | As soon as practicable after establishment of register                         |
| IRRC                  | Establish register of Category 1 and Category 2 Traplines.   | As soon as practicable after receipt of copies of Yukon's and KDFN's registers |
| KDFN                  | Notify Yukon and IRRC if trapline concession holders have consented to their traplines being designated as Category 1 Traplines. | Ongoing  |
| KDFN, Yukon, IRRC     | Maintain respective trapline registers.  | Ongoing  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establish a compensation process for Yukon Indian People

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN, IRRC, Canada

**OBLIGATIONS ADDRESSED:**

16.11.13 Yukon Indian People holding traplines whose Furbearer Harvesting opportunities will be diminished due to other resource development activities shall be compensated. Government shall establish a process following the Effective Date of the Yukon First Nation's Final Agreement for compensation, including designation of the Persons responsible for compensation.

**CROSS REFERENCED CLAUSES:** 16.11.13.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>          |
|-----------------------|---|------------------------|
| Yukon                 | Develop proposal for compensation process.                                      | As soon as practicable |
| Yukon                 | Provide proposed compensation process to KDFN and IRRC for review and comments. |                        |
| KDFN, IRRC, Canada    | Review proposed compensation process and provide comments to Yukon.             |                        |
| Yukon                 | Review and consider comments received and finalize compensation process.        |                        |
| Yukon                 | Notify KDFN, IRRC, and Canada and trappers of compensation process.             |                        |

**Planning Assumption**

1. Following the Effective Date of the Devolution Transfer Agreement of April 1, 2003, the responsibility for the establishment of a compensation process for Yukon Indian People on Public Land, as defined in that Agreement, became a responsibility of the Yukon.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Provision of trapper training programs

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** YFNs, Renewable Resources Councils (RRCs)

**OBLIGATIONS ADDRESSED:**

16.13.2 The Yukon shall provide trapper training programs, designed in collaboration with Yukon First Nations and the Councils, for Yukon Indian People as required from time to time, to encourage effective involvement of trappers in the management and development of traplines. Unless the Yukon otherwise decides, these training programs shall be provided for 10 years from the enactment of Settlement Legislation.

**CROSS REFERENCED CLAUSES:** 28.8.3, 28.9.1, 28.9.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Yukon, YFNs, RRCs     | Each assess existing trapper training programs and determine whether and to what extent they encourage effective involvement of trappers in the management and development of traplines.                | As soon as practicable                                  |
| Yukon, YFNs or RRCs   | At discretion, suggest changes to the content or delivery of existing trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines. | As necessary  |
| Yukon, YFNs, RRCs     | In collaboration, redesign the content or delivery of trapper training programs in order to encourage effective involvement of trappers in the management and development of traplines.                 | Within reasonable time after need for change identified |
| Yukon                 | Provide trapper training for Yukon Indian People as required.   | Until February 14, 2005, unless otherwise decided       |

**Planning Assumptions**

1. The trapper training program presently delivered by Yukon will serve as the starting point for the trapper training program required by 16.13.2.
2. In designing trapper training programs, the parties will consider the financial circumstances of Yukon Indian People.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of basic needs allocations for Salmon pursuant to Chapter 16 Schedule A 4.1

**RESPONSIBLE PARTY:** Canada and KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule A

4.1 The Minister and a Yukon First Nation, at the request of the Yukon First Nation, may, at any time before the end of the second year of the Study, negotiate a basic needs allocation for Salmon for that Yukon First Nation in accordance with 16.10.3, and thereafter the Study shall no longer include that Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 16.10.3, 16.10.4, Chapter 16 Schedule A 2.1, 3.2, 3.9.2

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NOTE: The time period provided for a Yukon First Nation to request negotiations for a basic needs allocation for Salmon in accordance with Chapter 16 Schedule A 4.1 has expired.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment and term of the Southern Lakes Wildlife Coordinating Committee (“SLWCC”)

**RESPONSIBLE PARTY:** Yukon, Canada, British Columbia (“BC”), KDFN, Carcross/Tagish First Nation (“CTFN”), Ta’an Kwach’an Council (“TKC”), Taku River Tlingit First Nation Band (“TRTFNB”), Champagne and Aishihik First Nations (“CAFN”), Teslin Tlingit Council (“TTC”)

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule B

- 2.1 A Southern Lakes Wildlife Coordinating Committee (the “Coordinating Committee”) shall be established as soon as practicable after the Effective Date.
- 4.1 The Coordinating Committee shall be comprised of no less than three and no more than nine members of whom one member each shall be designated by Canada and the Yukon and at least one member shall be designated by either the Kwanlin Dun First Nation or the Carcross/Tagish First Nation. Members of the Coordinating Committee for the First Nations and British Columbia shall be designated as follows:
  - 4.1.1 subject to 4.1.4, Government shall request the Kwanlin Dun First Nation and the Carcross/Tagish First Nation to each designate one member;
  - 4.1.2 Government shall invite the Ta’an Kwach’an Council, the Taku River Tlingit First Nation Band, the Champagne and Aishihik First Nations, the Teslin Tlingit Council and British Columbia to each designate one member;
  - 4.1.3 if any of the bodies requested or invited by Government to designate a member pursuant to 4.1.1 or 4.1.2 declines to designate a member within 90 days of being requested or invited by Government to do so, the Coordinating Committee shall be established without a designate from that body and may proceed without their participation;
  - 4.1.4 if the Coordinating Committee is established prior to either the Kwanlin Dun First Nation Final Agreement or the Carcross/Tagish First Nation Final Agreement coming into effect and the predecessor Band of that First Nation declines to designate a member under 4.1.1 within 90 days of receiving the request to do so, that First Nation may, within 90 days after the Effective Date of its Final Agreement designate one member to the Coordinating Committee.
- 6.1 The mandate of the Coordinating Committee shall expire three years from the establishment of the Coordinating Committee unless otherwise agreed by the Yukon, Canada, and those of the Carcross/Tagish First Nation and the Kwanlin Dun First Nation who have a member on the Coordinating Committee.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**CROSS REFERENCED CLAUSES:** Chapter 16 Schedule B 3.1(all), 4.3, 4.4, 4.5, 4.6

| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>  |
|--|---|--|
| Yukon  | Request KDFN and CTFN to each designate a member to the SLWCC.                  | As soon as practicable after the Effective Date                |
| Yukon, Canada  | Each designate a member to the SLWCC.   | As soon as practicable after the Effective Date                |
| KDFN, CTFN   | At discretion, each designate one member to the SLWCC.                          | Within 90 days of receipt of request from Yukon                |
| Yukon  | Invite TKC, TRTFNB, CAFN, TTC and BC to each designate one member to the SLWCC. | As soon as practicable after Effective Date                    |
| TKC, TRTFNB,<br>CAFN, TTC<br>and BC  | At discretion, each designate one member to the SLWCC.                          | Within 90 days of receipt of request from Yukon                |
| <u>If the SLWCC is established prior to either the KDFN Final Agreement or the CTFN Final Agreement coming into effect and the predecessor Band of that First Nation does not designate a member under 4.1.1 within 90 days of receiving the request to do so:</u> |   |  |
| KDFN or CTFN   | At discretion, designate one member to the SLWCC.                               | Within 90 days after the Effective Date of its Final Agreement |

### **Planning Assumptions**

1. Pursuant to Chapter 16 Schedule B 6.1, the mandate of the Coordinating Committee shall expire three years from the establishment of the Coordinating Committee unless otherwise agreed by Yukon, Canada, and those of the Carcross/Tagish First Nation and the Kwanlin Dun First Nation, who have a member on the Coordinating Committee.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Recommendations of the Southern Lakes Wildlife Coordinating Committee (“SLWCC”)   |
| <b>RESPONSIBLE PARTY:</b>     | SLWCC   |
| <b>PARTICIPANT / LIAISON:</b> | KDFN, Carcross/Tagish First Nation (“CTFN”), Ta’an Kwach’an Council (“TKC”), Taku River Tlingit First Nation Band (“TRTFNB”), Champagne and Aishihik First Nations (“CAFN”), Teslin Tlingit Council (“TTC”), Yukon, Canada and British Columbia (“BC”), RRCs within the Southern Lakes Area, FWMB, any Regional Land Use Planning Commission in the Southern Lakes Area |

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule B

- 5.1 The Coordinating Committee shall consider and may make recommendations to the Yukon, Canada, British Columbia and the First Nations on any matters affecting caribou, moose, sheep and other Wildlife populations and their Habitats in the Southern Lakes Area, including recommendations concerning legislation, policies, programs and measures respecting:
  - 5.1.1 the coordination of the land and resource management activities of the First Nations;
  - 5.1.2 recovery, Conservation and management plans;
  - 5.1.3 harvest management;
  - 5.1.4 the need for and the review of Wildlife management and research proposals and other management and research proposals as may relate to the objectives of the Coordinating Committee;
  - 5.1.5 actions necessary to achieve the objectives described in any Wildlife management plans applicable in the Southern Lakes Area having similar objectives to those set out in 3.0;
  - 5.1.6 specific projects, plans, and activities that may impede, delay, or disrupt movements, affect behavioural patterns or reduce productivity of caribou, moose, sheep and other Wildlife populations, or affect Habitat; and
  - 5.1.7 the identification of sensitive Habitat requiring special protection and the means for protecting that Habitat.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

5.5 The Coordinating Committee may provide advice to and seek input from Renewable Resources Councils within the Southern Lakes Area, the Fish and Wildlife Management Board, any Regional Land Use Planning Commission in the Southern Lakes Area, and other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area.

5.6 In carrying out its work, the Coordinating Committee shall provide for public input, which may include public meetings to receive input and to report on its findings and recommendations.

**CROSS REFERENCED CLAUSES:** Chapter 16 Schedule B 5.2 (all), 5.3, 6.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b> |
|-----------------------|--|---------------|
| SLWCC                 | Consider matters affecting caribou, moose, sheep and other Wildlife populations and their Habitats in the Southern Lakes Area, and at discretion, make recommendations to CTFN, KDFN, TKC, TRTFNB, CAFN, TTC, Yukon, Canada and BC concerning legislation, policies, programs and measures respecting matters identified in Chapter 16 Schedule B 5.1. | As required   |
| SLWCC                 | In conducting its work, provide for public input.  | As necessary  |
| SLWCC                 | At discretion, provide advice to and seek input from the RRCs within the Southern Lakes Area, the FWMB, any Regional Land Use Planning Commission in the Southern Lakes Area, and other appropriate boards and government agencies.  | As necessary  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Regional Wildlife Assessment  |
| <b>RESPONSIBLE PARTY:</b>     | SLWCC   |
| <b>PARTICIPANT / LIAISON:</b> | KDFN, Carcross/Tagish First Nation (“CTFN”),<br>Ta’an Kwach’an Council (“TKC”),<br>Taku River Tlingit Council (“TRTC”),<br>Champagne and Aishihik First Nations (“CAFN”),<br>Teslin Tlingit Council (“TTC”), Yukon, Canada and<br>British Columbia (“BC”); RRCs within the Southern Lakes<br>Area, FWMB |
| <b>OBLIGATIONS ADDRESSED:</b> |   |
| Chapter 16 Schedule B         |   |
| 5.2                           | Within 24 months of its establishment, the Coordinating Committee shall endeavour to complete and submit to the Yukon, Canada, the First Nations and British Columbia a Regional Wildlife Assessment which shall take into account existing information and data in relation to the following:          |
| 5.2.1                         | the subsistence food needs of the First Nations;  |
| 5.2.2                         | Wildlife harvest levels of all user groups in the Southern Lakes Area;  |
| 5.2.3                         | Wildlife harvest patterns of all user groups in the Southern Lakes Area and changes to those patterns;  |
| 5.2.4                         | the existing regulatory framework, programs, plans and policies pertaining to Wildlife in the Southern Lakes Area;  |
| 5.2.5                         | any previous studies of Wildlife in the Southern Lakes Area;  |
| 5.2.6                         | the relevant knowledge and experience of the First Nations, residents of the Southern Lakes Area, and the scientific communities in relation to Wildlife in the Southern Lakes Area;  |
| 5.2.7                         | the present state of Wildlife populations and Habitat in the Southern Lakes Area; and   |
| 5.2.8                         | any other available relevant information.   |
| 5.4                           | The Coordinating Committee shall provide information collected by it for the Regional Wildlife Assessment to Renewable Resources Councils within the Southern Lakes Area and to the Fish and Wildlife Management Board to assist in future Fish and Wildlife management.                                |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

5.5 The Coordinating Committee may provide advice to and seek input from Renewable Resources Councils within the Southern Lakes Area, the Fish and Wildlife Management Board, the Yukon Land Use Planning Council, and other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area.

5.6 In carrying out its work, the Coordinating Committee shall provide for public input, which may include public meetings to receive input and to report on its findings and recommendations.

**CROSS REFERENCED CLAUSES:** Chapter 16 Schedule B 6.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| SLWCC                 | Endeavour to complete and submit to CTFN, KDFN, TKC, TRTC, CAFN, TTC, Yukon, Canada and BC a Regional Wildlife Assessment which shall take into account matters identified in Chapter 16 Schedule B 5.2, and provide for public input.  | Within 24 months of the establishment of the SLWCC, unless the mandate of the SLWCC is altered pursuant to Chapter 16 Schedule B 6.1 |
| SLWCC                 | Provide information collected by it for the Regional Wildlife Assessment to the RRCs within the Southern Lakes Area and to the FWMB to assist in future Fish and Wildlife management.   | As required  |
| SLWCC                 | At discretion, provide advice to and seek input from the RRCs within the Southern Lakes Area, the FWMB, the YLUPC, and other appropriate boards and government agencies on land use planning, land use activities and land management practices throughout the Southern Lakes Area. | As necessary   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment and Composition of Steering Committee for Freshwater Fish Waterbodies

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule D

- 2.1 A steering committee shall be established no later than 18 months after the Effective Date of this Agreement (the "Steering Committee") to undertake an assessment of the current state of fisheries for Freshwater Fish in the Selected Waterbodies (the "Assessment") and, if requested pursuant to 5.1, to develop management plans in accordance with this schedule.
- 2.2 There shall be four members of the Steering Committee of whom two shall be appointed by the Yukon and two by the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** 16.9.10, Chapter 16 Schedule D 1.1, 5.1

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| <b>Responsibility</b> | <b>Activities</b>                                   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN, Yukon           | Establish the Steering Committee.                   | As soon as practicable after Effective Date, but no later than 18 months after Effective Date |
| KDFN, Yukon           | Appoint two members each to the Steering Committee. | As soon as practicable after establishment of the steering committee                          |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation of the Assessment of Freshwater Fish Waterbodies (the “Assessment”)

**RESPONSIBLE PARTY:** Steering Committee

**PARTICIPANT/LIAISON:** KDFN, Yukon, IRRC

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule D

- 3.1 The Assessment shall be submitted to the Yukon and the Kwanlin Dun First Nation.
- 3.2 In preparing the Assessment, the Steering Committee shall:
  - 3.2.1 identify and agree on the Freshwater Fish waterbodies in the Traditional Territory of the Kwanlin Dun First Nation to be included in the Assessment;
  - 3.2.2 provide for a public consultation process, which, for greater certainty, includes consultation with Kwanlin Dun;
  - 3.2.3 review the present state of Freshwater Fish stocks and habitat in the Selected Waterbodies, based on existing information;
  - 3.2.4 review current harvest levels by Kwanlin Dun and other users of Freshwater Fish in the Selected Waterbodies;
  - 3.2.5 review the existing regulatory framework and existing programs, plans and policies, pertaining to fisheries for Freshwater Fish in the Traditional Territory of the Kwanlin Dun First Nation in relation to the Selected Waterbodies;
  - 3.2.6 consider the food Freshwater Fish needs of Kwanlin Dun;
  - 3.2.7 consider the relevant knowledge and experience of both Kwanlin Dun and scientific communities in relation to fisheries for Freshwater Fish in the Selected Waterbodies; and
  - 3.2.8 consider other matters as jointly requested by the Yukon and the Kwanlin Dun First Nation.
- 3.3 If, in the preparation of the Assessment, the Steering Committee identifies:
  - 3.3.1 waterbodies where the Freshwater Fish stocks have declined or are at risk and in need of Conservation measures; or
  - 3.3.2 waterbodies where the food Freshwater Fish needs of Kwanlin Dun are not being met,

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the Steering Committee may recommend the development of management plans or other Conservation measures for some or all of the Selected Waterbodies.

- 3.4 Prior to submitting the Assessment to the Yukon and the Kwanlin Dun First Nation, the Steering Committee shall provide the Ibex Renewable Resources Council with an opportunity to review the Assessment.
- 3.5 The Steering Committee shall endeavour to submit the Assessment to the Yukon and the Kwanlin Dun First Nation within two years of the date upon which it was established.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Steering Committee    | Prepare an Assessment of the Selected Waterbody, allowing for a public consultation process and taking into account the matters set out in 3.2.0 (all) and 3.3.0 (all). | In sufficient time for IRRC to conduct its review prior to submission to KDFN and Yukon |
| Steering Committee    | Submit the Assessment to IRRC for review.   | Prior to submitting the Assessment to KDFN and Yukon                                    |
| Steering Committee    | Submit the Assessment to KDFN and Yukon for review.   | Within 2 years of establishment of the Steering Committee                               |

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**PROJECT:** Review of the Assessment of Freshwater Fish waterbodies (the “Assessment”)

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule D

- 4.1 Within 180 days of receipt of the Assessment, the Yukon and the Kwanlin Dun First Nation shall jointly review the Assessment with a view to reaching consensus as to which, if any, of the recommendations contained therein, they will each support.
- 4.2 If the Yukon and the Kwanlin Dun First Nation are unable to reach consensus under 4.1, either may refer the matter to the dispute resolution process under 26.4.0.
- 4.3 If the matter referred to the dispute resolution process under 4.2 is not resolved, the Yukon and the Kwanlin Dun First Nation shall advise each other, in writing, which recommendations, if any, they are each prepared to support, together with reasons for that decision.

**CROSS REFERENCED CLAUSES:** 16.9.10, Chapter 16 Schedule D 1.1, 2.1, 3.1

---

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                |
|-----------------------|---|--|
| KDFN and Yukon        | Jointly review the Assessment with a view to reaching consensus as to which, if any, recommendations they each support. | Within 180 days of receipt of the Assessment |

If KDFN and Yukon are unable to reach consensus under 4.1:

|               |   |              |
|---------------|---|--------------|
| KDFN or Yukon | At discretion, refer matter to the dispute resolution process under 26.4.0. | As necessary |
|---------------|---|--------------|

If the matter referred to dispute resolution process is not resolved:

|                |   |                        |
|----------------|---|------------------------|
| KDFN and Yukon | Advise each other, in writing, which recommendations, if any, they each are prepared to support, together with reasons for that decision. | As soon as practicable |
|----------------|---|------------------------|

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Preparation of Management Plans for a Freshwater Fish waterbody in the Kwanlin Dun Traditional Territory

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule D

- 5.1 If, pursuant to 16.9.10.6 of this Agreement or 4.0 of this schedule, the Yukon and the Kwanlin Dun First Nation agree to develop a management plan for a Freshwater Fish waterbody in the Traditional Territory of the Kwanlin Dun First Nation, they shall request the Steering Committee to prepare the management plan.
- 5.2 Upon making the request referred to in 5.1, the Yukon and the Kwanlin Dun First Nation shall consider the need to develop interim Conservation measures for the waterbody for which the management plan is to be developed and may jointly request the Steering Committee to make recommendations on this matter.
- 5.3 If the Yukon and the Kwanlin Dun First Nation agree to develop interim Conservation measures, the waterbody in question shall be managed in accordance with the agreed upon interim measures prior to the approval of the management plan.
- 5.4 The Steering Committee shall endeavour to recommend a management plan to the Yukon and the Kwanlin Dun First Nation within one year of its receipt of the request referred to in 5.1 or such further time as may be agreed in writing by the Yukon and the Kwanlin Dun First Nation.
- 5.5 If the members of the Steering Committee are unable to reach agreement on the provisions to be included in a management plan, the Yukon or the Kwanlin Dun First Nation may refer the matter to dispute resolution pursuant to 26.4.0.
- 5.6 If jointly requested by the Yukon and the Kwanlin Dun First Nation, the Steering Committee may prepare more than one management plan or prepare one management plan for more than one waterbody.
- 5.7 The preparation of a management plan shall include a process for public consultation.
- 5.8 In preparing a management plan, the Steering Committee shall take into account the objectives of this schedule.
- 5.9 A management plan may address any matter pertaining to the management and use of Freshwater Fish resources in the waterbody for which the plan is being developed and shall address any matter that the Yukon and the Kwanlin Dun First Nation jointly request the Steering Committee to consider.

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5.10 Prior to recommending a management plan to the Yukon and the Kwanlin Dun First Nation, the Steering Committee shall provide the Ibex Renewable Resources Council with an opportunity to review the management plan.

**CROSS REFERENCED CLAUSES:** 16.9.10.6, Chapter 16 Schedule D 4.0

| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| <u>If KDFN and Yukon agree to develop a management plan for a selected waterbody:</u> |  |  |
| KDFN, Yukon   | Request the Steering Committee to prepare a management plan.   | As agreed  |
| Steering Committee  | Prepare draft management plan, taking into account 1.1 and 5.9 of Schedule D, and include a process for public consultation.   | In sufficient time to recommend a management plan within one year of the initial request, or as otherwise agreed |
| Steering Committee  | Provide an opportunity for the IRRC to review the management plan.   | Prior to forwarding the management plan to KDFN and Yukon  |
| Steering Committee  | Make best efforts to recommend a management plan to KDFN and Yukon.  | Within one year of initial request, unless otherwise agreed in writing   |
| KDFN or Yukon   | Where the Steering Committee cannot agree on provisions to be included in the management plan, at discretion, refer the matter to dispute resolution pursuant to 26.4.0.                   | As required  |
| <u>When requesting preparation of a management plan:</u>                              |  |  |
| KDFN, Yukon   | Consider whether interim Conservation measures are needed prior to completion of the management plan and, at discretion, request Steering Committee to make recommendations on the matter. | Concurrent with request to prepare plan  |
| <u>If KDFN and Yukon agree to develop interim Conservation measures:</u>              |  |  |
| Yukon   | Manage the waterbody in accordance with agreed upon interim Conservation measures.   | Prior to approval of the management plan   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Approval of a Management Plan for a Freshwater Fish Waterbody in the KDFN Traditional Territory

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule D

- 6.1 Within 90 days of receipt of a proposed management plan from the Steering Committee pursuant to 5.4, the Yukon and the Kwanlin Dun First Nation shall jointly review the provisions set out therein and shall make reasonable efforts to reach a consensus as to the provisions to be included in the management plan.
- 6.2 If the Yukon and the Kwanlin Dun First Nation are unable to reach consensus under 6.1 within 90 days of receipt of a proposed management plan, either may refer the matter to the dispute resolution process under 26.4.0.
- 6.3 If the matter referred to the dispute resolution process under 6.2 is not resolved, or if a matter under 6.2 is not referred to dispute resolution, the Minister may accept, vary or set aside the provisions set out in the proposed management plan and the decision of the Minister as to the provisions to be included in the management plan shall be forwarded to the Kwanlin Dun First Nation.
- 6.4 The management plan in respect of which a consensus has been reached under 6.1 or 6.2, or decided by the Minister under 6.3 shall be the “Approved Management Plan.”

**CROSS REFERENCED CLAUSES:** Chapter 16 Schedule D 5.4

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| KDFN and Yukon        | Jointly review the provisions of proposed management plan and make reasonable efforts to reach a consensus as to the provisions to be included in the management plan. | Within 90 days of receipt of proposed management plan |

If Yukon and KDFN agree on the proposed provisions :

|          |                              |                        |
|----------|------------------------------|------------------------|
| Minister | Approve the management plan. | As soon as practicable |
|----------|------------------------------|------------------------|

If Yukon and KDFN do not agree on the proposed provisions:

|               |   |             |
|---------------|---|-------------|
| KDFN or Yukon | At discretion, refer the matter to the dispute resolution process under 26.4.0. | As required |
|---------------|---|-------------|

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>          |
|---|---|------------------------|
| <u>If the matter referred to dispute resolution process is not resolved or is not referred to dispute resolution:</u> |   |                        |
| Minister  | Accept, vary or set aside the provisions set out in the proposed management plan and forward the decision as to the provisions to be included in the management plan to KDFN. | As required            |
| Minister  | Approve the management plan.  | As soon as practicable |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Implementation and Review of an Approved Management Plan for a Freshwater Fish Waterbody in the KDFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT/LIAISON:**

**OBLIGATIONS ADDRESSED:**

Chapter 16 Schedule D

- 7.1 A waterbody for which an Approved Management Plan has been developed shall be managed in accordance with the Approved Management Plan.
- 7.2 The Yukon and the Kwanlin Dun First Nation shall consider and may develop mechanisms or enter into agreements to facilitate cooperative implementation and monitoring of an Approved Management Plan.
- 7.3 The Yukon and the Kwanlin Dun First Nation shall jointly review an Approved Management Plan and its implementation no later than five years after its initial approval and shall consider the need for review at least every five years thereafter, provided that there shall be a joint review at least every 10 years.

**CROSS REFERENCED CLAUSES:** Chapter 10 Schedule B 2.1.1 to 2.1.10, 5.3.12, 13.0

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Yukon                 | Manage the Selected Waterbody in accordance with the Approved Management Plan developed for the waterbody.  | After approval of the plan  |
| KDFN, Yukon           | Consider and, at discretion, develop mechanisms or enter into agreements to facilitate cooperative implementation and monitoring of the Approved Management Plan. | After approval of the plan  |
| Yukon, KDFN           | Conduct a review of the Approved Management Plan and its implementation, including consideration whether five year reviews are required.                          | No later than ten years after the initial approval of the plan and no later than every ten years thereafter |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation on Forest Resources policies and Legislation

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** IRRC, and other affected Renewable Resources Councils ("RRCs")

**OBLIGATIONS ADDRESSED:**

17.2.2 The Minister shall Consult with the affected Renewable Resources Councils:

- 17.2.2.1 prior to establishing a new policy likely to significantly affect Forest Resources Management, allocation or forestry practices; and
- 17.2.2.2 prior to recommending to Parliament or the Legislative Assembly, as the case may be, Legislation concerning Forest Resources in the Yukon.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.4.3

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| <b>Responsibility</b>        | <b>Activities</b>  | <b>Timing</b>   |
|------------------------------|--|---|
| Yukon                        | Notify IRRC and other affected RRCs of new policy and/or legislative initiative and provide details. | Prior to establishment of a new policy or recommendation of Legislation to Legislative Assembly |
| IRRC and other affected RRCs | Prepare and present views.   | Within reasonable time indicated by Yukon   |
| Yukon                        | Provide full and fair consideration of views presented.  | Prior to establishment of a new policy or recommendation of Legislation to Legislative Assembly |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Non-commercial harvest of Trees on Crown Lands

**RESPONSIBLE PARTY:** KDFN and Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

17.3.1 Subject to this chapter:

17.3.1.2 each Yukon First Nation shall have the right, during all seasons of the year, to harvest Trees on Crown Land to a maximum of 500 cubic metres per calendar year to provide for non-commercial community purposes; and

17.3.3 For the purposes of 17.3.1, where Legislation referred to in 17.3.2 requires the issuance of a permit or licence, such permit or licence issued to a Yukon Indian Person or a Yukon First Nation, as the case may be, shall be without fee.

**CROSS REFERENCED CLAUSES:** 17.2.2 (all), 17.3.2, 17.3.4 (all), 17.3.6 (all)

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| <b>Responsibility</b>                     | <b>Activities</b>   | <b>Timing</b>                                  |
|---|---|--|
| <u>If permit required by Legislation:</u> |   |  |
| KDFN                                      | Apply to Yukon for necessary permit/licence.  | As required by Legislation                     |
| Yukon                                     | Issue permit/licence to a maximum of 500 cubic metres in accordance with applicable Legislation and subject to restrictions listed in 17.3.4, waiving any fee that might otherwise apply. | Upon application                               |
| KDFN                                      | Notify Yukon of Trees harvested.  | As required by permit or upon request by Yukon |
| <u>If no permit is required:</u>          |   |  |
| KDFN                                      | Notify Yukon of Trees harvested.  | Annually, or as requested by Yukon             |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Preparation of Forest Resources Management plans in KDFN Traditional Territory

**RESPONSIBLE PARTY:** Minister, KDFN

**PARTICIPANT / LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

- 17.5.1 The Minister may prepare, approve and implement plans for Forest Resources Management on Non-Settlement Land.
- 17.5.2 A Yukon First Nation may prepare, approve and implement plans for Forest Resources Management on its Settlement Land.
- 17.5.4 The timing for the development of Forest Resources Management plans for each Yukon First Nation's Traditional Territory shall be addressed in Yukon First Nation Final Agreements.
  - 17.5.4.1 The Minister, in Consultation with the Kwanlin Dun First Nation and the Ibex Renewable Resources Council, shall determine the timing for the development of Forest Resources Management plans within the Traditional Territory of the Kwanlin Dun First Nation.
  - 17.5.4.2 The Minister, in Consultation with the Kwanlin Dun First Nation, shall determine the need for and the timing of the preparation of any inventory of Trees on Crown Land in the Traditional Territory of the Kwanlin Dun First Nation and the Minister and the Kwanlin Dun First Nation shall agree on the order in which areas shall be inventoried, and failing agreement, either party may refer the matter to the dispute resolution process under 26.3.0.
  - 17.5.4.3 If Government proposes to undertake any work related to an inventory of Trees on Crown Land in the Traditional Territory of the Kwanlin Dun First Nation, it shall Consult with the Kwanlin Dun First Nation to determine whether it wishes to participate in such work on a cost sharing basis in order to obtain similar information on land held by the Kwanlin Dun First Nation.
- 17.5.7 The Minister shall consider whether a management inventory of Trees is necessary on Non-Settlement Land for the preparation of a Forest Resources Management plan.
- 17.5.8 If the Minister considers that a management inventory pursuant to 17.5.7 is necessary, the Minister shall complete the inventory before the development of the Forest Resources Management plan.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1; 17.4.1 (all), 17.4.2 (all), 17.5.3, 17.5.5 (all), 17.5.6 (all), 17.6.1, 17.6.2

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Minister, KDFN        | Work collaboratively to identify areas of priority for the development of Forest Resources Management plans.  | As soon as practicable  |
| Minister, KDFN        | At discretion, request recommendations from the IRRC on the areas of priority for the development of Forest Resources Management plans.             | As necessary  |
| IRRC                  | Provide recommendations.  | Within reasonable time indicated by Minister  |
| Minister, KDFN        | Review recommendations of IRRC, and identify areas of priority for the development of Forest Resources Management plans and notify IRRC of outcome. | After receipt of recommendations  |
| Minister, KDFN        | In Consultation with each other, determine the need for any inventory of Trees in KDFN Traditional Territory.                                       | After identifying areas of priority for the development of Forest Resources Management plans and concurrent with their respective assessments |
| Minister, KDFN        | In Consultation with each other, agree on the order in which any inventory of trees on Crown Land in KDFN Traditional Territory will be prepared.   | As necessary  |
| KDFN                  | Determine the order in which any inventory of Trees on KDFN Settlement Land will be prepared.   | Concurrent with the agreement on the order of inventory on Crown Land in KDFN Traditional Territory   |

If no agreement is reached:

|                  |  |              |
|------------------|--|--------------|
| Minister or KDFN | Refer matter to dispute resolution process under 26.3.0.   | As necessary |
| Minister         | In Consultation with KDFN, determine the timing for the preparation of any inventory of Trees on Crown Land in KDFN Traditional Territory. | As necessary |

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Minister              | At discretion, prepare management inventory of Trees on Crown Land in KDFN Traditional Territory.  | Following Consultation and in accordance with 17.5.4.2, in advance of the preparation of a Forest Resources Management plan |
| Minister              | In Consultation with KDFN, determine KDFN participation in inventory work on Crown Land in KDFN Traditional Territory on a cost sharing basis in order to obtain similar information on land held by the KDFN.       | As necessary  |
| Minister              | In Consultation with KDFN and the IRRC, determine the timing of Forest Resources Management plans in KDFN Traditional Territory taking into consideration the need for integrated Forest Resources Management plans. | As necessary  |
| Minister              | In cooperation with KDFN, develop Forest Resources Management plans on Non-Settlement Land.  | As necessary  |
| KDFN                  | In cooperation with Yukon, develop Forest Resources Management plans on KDFN Settlement Land.  | As necessary  |

**Planning Assumptions**

1. Forest inventories and Forest Resources Management plans will be undertaken in a manner consistent with KDFN and Yukon policies in place from time to time.
2. Yukon and KDFN may request additional recommendations from the Ibex Renewable Resources Council on other issues.
3. It is understood that on this activity sheet, the process associated with "Consultation" is to be performed as follows:
  - a) the first party will notify and provide relevant details of the matter to the other party(ies);
  - b) the other party(ies) will prepare and present their views within reasonable time indicated by the first party;
  - c) the first party will provide full and fair consideration of views presented prior to determining outcome; and
  - d) the first party will inform the other party(ies) of the outcome prior to taking action.

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**PROJECT:** Establishment of the order in which Forest Resources Management plans are to be developed

**RESPONSIBLE PARTY:** Minister, YFNs

**PARTICIPANT / LIAISON:** IRRC

**OBLIGATIONS ADDRESSED:**

17.5.3 After Consultation with Yukon First Nations, the Minister shall establish the order in which plans for Forest Resources Management are to be developed. The Minister shall Consult with Yukon First Nations prior to changing the order established.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.4.1.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Minister              | Notify YFNs of intention to establish order for the development of Forest Resources Management plans and provide details. | As soon as practicable                                   |
| YFNs                  | Prepare and present views.  | Within reasonable period of time established by Minister |
| Minister              | Provide full and fair consideration of views presented.   | Prior to establishing order                              |
| Minister              | Establish order for development of plans.   | After Consultation                                       |
| Minister              | To revise order, repeat listed activities.  | Prior to amending order                                  |

**Planning Assumptions**

1. Yukon will arrange for a meeting of all fourteen YFNs to Consult regarding the establishment of the order for Forest Resources Management plans.
2. Relevant information and proposals will be forwarded to the YFNs within a reasonable time in advance of the meeting.
3. The parties may include the IRRC where appropriate.

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**PROJECT:** Work related to an inventory of Trees on Crown Land in KDFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

17.5.4.4 The Minister shall provide to the Kwanlin Dun First Nation the results of any inventory of Trees on Crown Land in the Traditional Territory of the Kwanlin Dun First Nation on the same cost-recovery basis as such results would be provided to any other Person.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.5.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                            |
|-----------------------|--|--|
| Yukon                 | Provide to KDFN a list of results of any inventory of Trees completed on Crown Land in KDFN Traditional Territory.   | As soon as practicable                   |
| KDFN                  | At discretion, request results of any inventory of Trees completed on Crown Land in KDFN Traditional Territory.  | As necessary                             |
| Yukon                 | Provide to KDFN results of any inventory of Trees completed on Crown Land in KDFN Traditional Territory on the same cost-recovery basis as such results would be provided to any other Person. | As soon as practicable following request |

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**PROJECT:** Use of pesticides or herbicides by KDFN on Settlement Land

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Yukon

**OBLIGATIONS ADDRESSED:**

17.7.1 Where Forest Resources are threatened by pests or diseases a Yukon First Nation shall Consult the Minister before applying or permitting the application of pesticides and herbicides on Settlement Land.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.7.3, 17.7.4, 17.7.5

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| KDFN                  | Notify Yukon that use of herbicide(s) or pesticide(s) on Settlement Land is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered, and any other relevant information. | Prior to application of herbicide(s) or pesticide(s) |
| Yukon                 | Prepare and present views.   | Within reasonable time indicated by KDFN             |
| KDFN                  | Provide full and fair consideration of views presented.  | Prior to application                                 |
| KDFN                  | Notify Yukon of action taken.  | As soon as practicable                               |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Use of pesticides or herbicides by Government on Crown Lands within KDFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

17.7.2 Where Forest Resources are threatened by pests or diseases the Minister shall Consult the affected Yukon First Nation before applying pesticides and herbicides on Crown Land within that Yukon First Nation's Traditional Territory.

**CROSS REFERENCED CLAUSES:** 2.11.8, 17.7.4, 17.7.5

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon                 | Notify KDFN that use of herbicide(s) or pesticide(s) on Crown Lands within Traditional Territory is being considered. Provide details about nature of pest/disease, the nature of the herbicide(s) or pesticide(s) being considered and any other relevant information. | Prior to application of herbicide(s) or pesticide(s) |
| KDFN                  | Prepare and present views.  | Within reasonable time indicated by Yukon            |
| Yukon                 | Provide full and fair consideration of views presented.   | Prior to application                                 |
| Yukon                 | Notify KDFN of action taken.  | As soon as practicable                               |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Actions taken to control pest or disease problems on Settlement Land

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

17.7.3 Where a pest or disease affects Forest Resources on Settlement Land, Government and the affected Yukon First Nation shall take such action as they may agree to control the problem.

**CROSS REFERENCED CLAUSES:** 17.7.1, 17.7.4, 17.7.5

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>          |
|-----------------------|--|------------------------|
| KDFN or Yukon         | Notify other party that a pest or disease affects Forest Resources on Settlement Land and provide details. | As necessary           |
| KDFN, Yukon           | Discuss possible actions to control the problem.   | Prior to taking action |
| KDFN, Yukon           | Take such action as they may agree to control the problem.   | As required            |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Consultation on forest fire fighting priorities

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

17.8.2 Government shall Consult with each Yukon First Nation on general priorities for fighting forest fires on that Yukon First Nation's Settlement Land and on adjacent Non-Settlement Land.

**CROSS REFERENCED CLAUSES:** 17.4.1.5, 17.4.4, 17.8.3

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon                 | Notify KDFN of existing general priorities for forest fire fighting on Settlement Land and adjacent Non-Settlement Land and provide any relevant information. | Prior to March 31 in the year following the Effective Date |
| KDFN                  | Prepare and present views.  | Within a reasonable period of time                         |
| Yukon                 | Provide full and fair consideration of views presented.   | Prior to amending priorities                               |
| Yukon                 | Set general priorities for KDFN Settlement Land and for adjacent Non-Settlement Land. Notify KDFN of outcome.   | After Consultation   |
| KDFN, Yukon           | At the request of KDFN, revisit Yukon's general priorities for forest fire fighting.  | As required  |

**Planning Assumptions**

1. The general forest fire fighting priorities of KDFN may change over time; upon request of KDFN, Yukon will consider amending general priorities to reflect the wishes of KDFN.
2. Yukon will explore various options available for the interested parties to work collaboratively on the establishment of priorities for fighting forest fires.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Forest fire fighting on Settlement Land

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

- 17.8.3 For a period of five years after the Effective Date of a Yukon First Nation Final Agreement, Government shall continue to fight forest fires on that Yukon First Nation's Settlement Land:
  - 17.8.3.1 in accordance with Government policy from time to time for fighting forest fires on Crown Land in the Yukon; and
  - 17.8.3.2 within the financial and other resources available to Government from time to time for fighting forest fires on Crown Land in the Yukon.
- 17.8.4 Government may take any action it considers necessary on Settlement Land for control or extinguishment of forest fires. Where practicable, Government shall give notice to the affected Yukon First Nation prior to taking such action.
- 17.8.5 No later than four years after the Effective Date of this Agreement, Government and the Kwanlin Dun First Nation shall commence discussions to confirm their respective roles for forest fire management on Settlement Land following the five year period specified in 17.8.3.
- 17.8.6 The obligation set out in 17.8.5 shall not apply if there is in effect an agreement which addresses forest fire management on Kwanlin Dun First Nation Settlement Land following the five year period specified in 17.8.3.

**CROSS REFERENCED CLAUSES:** 17.8.1, 17.8.2, 17.14.2.11

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Yukon                 | Fight forest fires on KDFN Settlement Land in accordance with Government policy from time to time and within the financial resources available from time to time in respect of fighting forest fires on Crown Land in the Yukon. | From Effective Date to 5 years following Effective Date |
| Yukon                 | Where practicable, provide notice to KDFN prior to taking action for the control or extinguishment of forest fires on Settlement Land.   | From Effective Date to 5 years following Effective Date |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                           |
|-----------------------|---|---|
| Yukon, KDFN           | If necessary, commence discussions to confirm respective roles for forest fire management on Settlement Land following five years after the Effective Date. | Four years following the Effective Date |

**Planning Assumption**

1. On April 1, 2003, Canada transferred its responsibilities and resources for forest fire management to Yukon pursuant to the Devolution Transfer Agreement. Unless specific arrangements are made in respect of fire fighting in the Mines and Minerals Administration, Forest and Land Management PSTA (“MMAFLM PSTA”) entered into between KDFN, Yukon and Canada, the Devolution Transfer Agreement (the “DTA”) provides for Yukon to continue to fight forest fires on Settlement Land following the expiry of the five year period referred to in 17.8.3, in accordance with its policies, practices and financial resources available. Under the MMAFLM PSTA, Yukon shall continue to fight forest fires on KDFN Settlement Land following the five-year period referred to in 17.8.3, pursuant to the terms of that agreement. The third activity above would only be undertaken if neither the DTA nor the MMAFLM PSTA provided for forest fire fighting on KDFN Settlement Land after the five year period identified in 17.8.3.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Access to Settlement Land -- Holders of commercial timber permits

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Permit holder, Surface Rights Board

**OBLIGATIONS ADDRESSED:**

17.10.2 The holder of a commercial timber permit shall have a right of access to cross and make necessary stops on Settlement Land to reach adjacent land or to reach Settlement Land subject to that commercial timber permit with the consent of the affected Yukon First Nation or, failing consent, with an order of the Surface Rights Board setting out terms and conditions.

**CROSS REFERENCED CLAUSES:** 17.10.1, 17.10.5, 17.13.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                 |
|-----------------------|--|---|
| KDFN                  | Review application for access from a holder of a commercial timber permit. Determine whether access will be granted. | Upon application and prior to access          |
| KDFN                  | Notify applicant of decision in writing.   | Within a reasonable period of time            |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application.                   | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Access to Settlement Land -- Holders of timber harvesting agreements

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Surface Rights Board, agreement holder

**OBLIGATIONS ADDRESSED:**

17.10.4 The holder of a timber harvesting agreement shall have a right of access to cross and make necessary stops on Settlement Land to reach the adjacent land or to reach Settlement Land subject to the timber harvesting agreement with the consent of the affected Yukon First Nation, or failing consent, with an order of the Surface Rights Board setting out terms and conditions.

**CROSS REFERENCED CLAUSES:** 17.10.3, 17.10.5, 17.13.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                   |
|-----------------------|---|---|
| KDFN                  | Review application for access from the holder of a timber harvesting agreement. Determine whether access will be granted. | Upon receipt of application and prior to access |
| KDFN                  | Notify applicant of decision in writing.  | Within a reasonable period of time              |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application.                        | In accordance with Surface Rights Board rules   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Notice of public tender for Forest Resources Management or forest protection within KDFN Traditional Territory

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

17.14.1 Government shall, at the time it publicly invites tenders for Forest Resources Management or forest protection within a Yukon First Nation's Traditional Territory, provide a written notice of the tender to that Yukon First Nation.

**CROSS REFERENCED CLAUSES:** 22.5.10, 22.6.6

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon, KDFN           | Develop contracting arrangements and procedures that will include contacts, time lines, and information requirements.   | Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable |
| Yukon                 | Consistent with the arrangements and procedures, provide written notice to KDFN of any public tenders for Forest Resources Management or forest protection within KDFN Traditional Territory. | As contracts are tendered  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Contracts associated with Forest Resources Management and silviculture within KDFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

17.14.2.2 Government shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with Forest Resources Management within the Traditional Territory of the Kwanlin Dun First Nation.

17.14.2.3 Government shall include the Kwanlin Dun First Nation in any invitational tender for contracts associated with Forest Resources Management within the Traditional Territory of the Kwanlin Dun First Nation.

17.14.2.4 The Kwanlin Dun First Nation shall have the first opportunity to accept any contract offered by Government, other than by public or invitational tender, associated with silviculture within the Traditional Territory of the Kwanlin Dun First Nation upon the same terms and conditions as would be offered to others.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 17.14.1, 17.14.2.1, 17.14.2.5, 17.14.2.6, 17.14.2.7

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| KDFN, Yukon           | Develop contracting arrangements and procedures including contacts, time lines, and information requirements.  | Within 6 months of the Effective Date or as soon thereafter as the parties agree is reasonable |
| Yukon                 | Consistent with the arrangements and procedures, notify KDFN of any public or invitational tender for contracts associated with Forest Resources Management within KDFN Traditional Territory being offered by Yukon.                        | As contracts are offered   |
| Yukon                 | Consistent with the arrangements and procedures, provide KDFN with the first opportunity to accept any contract associated with silviculture within KDFN Traditional Territory offered by Yukon other than by public or invitational tender. | As contracts are offered   |
| KDFN                  | Consistent with the arrangements and procedures, provide response to Yukon whether to accept or reject offer or whether KDFN will submit a proposal.   | Within time lines specified in arrangements and procedures                                     |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Criteria for silviculture contracts within KDFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

17.14.2.8 Government shall include a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms in any contract opportunities associated with silviculture in the Traditional Territory of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 17.14.2.9, 17.14.10

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon, KDFN           | Jointly develop criteria for employment of Kwanlin Dun and the engagement of Kwanlin Dun Firms and identify the specifics as to how the criteria will be included into the contracting process. | Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable |
| Yukon                 | Include a criterion for employment of Kwanlin Dun or the engagement of Kwanlin Dun Firms in any silviculture contract opportunities in KDFN Traditional Territory.                              | As contract opportunities are identified   |

**Planning Assumption**

1. Yukon retains ultimate responsibility for contracting associated with silviculture.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Hiring of Kwanlin Dun to manage forest fires

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

17.14.2.10 Where Government requires Extra Forest Fire Personnel within the Traditional Territory of the Kwanlin Dun First Nation it shall, where practicable, hire Kwanlin Dun.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 17.14.2.11

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon, KDFN           | Develop arrangements for KDFN to provide Extra Forest Fire Personnel in the KDFN Traditional Territory. These arrangements will include required contacts and time lines. | Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable |
| KDFN                  | Develop and maintain list of Kwanlin Dun available to manage forest fires. This will also list qualifications.  | Ongoing  |
| Yukon                 | Notify KDFN of requirement to hire Extra Forest Fire Personnel in accordance with arrangements developed.   | As necessary   |
| KDFN                  | Notify Yukon of available Kwanlin Dun in accordance with the arrangements developed.  | As necessary   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Identification of economic and employment opportunities associated with fighting forest fires in KDFN Traditional Territory

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

17.14.2.11 Government shall, prior to April 1st of each year, Consult with the Kwanlin Dun First Nation with a view to identifying economic and employment opportunities for Kwanlin Dun associated with forest fire management in the Traditional Territory of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 17.8.3

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon, KDFN           | Develop arrangements and procedures for Consultation identifying contacts, time lines, and any other information required by KDFN and Yukon.  | Within 6 months of Effective Date or as soon thereafter as the parties agree is reasonable |
| Yukon                 | Notify KDFN and provide information in accordance with arrangements and procedures.   | In accordance with the time lines set out in the arrangements and procedures               |
| KDFN                  | Prepare and present views.  | Within reasonable time as set out in the arrangements and procedures                       |
| Yukon                 | Provide full and fair consideration of the views presented by KDFN. Identify economic and employment opportunities for Kwanlin Dun associated with forest fire management. Provide outcome to KDFN. | In accordance with time lines set out in arrangements and procedures                       |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Conflicts between exercise of Mineral Right and exercise of Specified Substances Right

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Surface Rights Board, holder of a Mineral Right

**OBLIGATIONS ADDRESSED:**

18.1.2 In the event that there is conflict between the exercise of the Specified Substances Right and the exercise of the Mineral Right, either the Yukon First Nation or the Person having the Mineral Right may apply to the Surface Rights Board.

**CROSS REFERENCED CLAUSES:** 18.1.1, 18.1.3 (all), 18.1.4

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| <b>Responsibility</b>               | <b>Activities</b>   | <b>Timing</b>   |
|-------------------------------------|---|---|
| KDFN or holder of a Mineral Right   | Contact other party and attempt to resolve dispute over conflicting exercise of rights. | When a conflict arises over exercise of identified rights |
| <u>If agreement is not reached:</u> |   |   |
| KDFN or holder of a Mineral Right   | At discretion, refer dispute to Surface Rights Board.                                   | As necessary  |
| KDFN and holder of a Mineral Right  | Prepare for and participate in Surface Rights Board process.                            | In accordance with Surface Rights Board rules             |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Location of alternative Quarries by Government on Non-Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

18.2.4 Where reasonable and practicable to do so, Government shall endeavour to eliminate the use of Quarry sites on Settlement Land by locating an alternative Quarry on Non-Settlement Land.

**CROSS REFERENCED CLAUSES:** 18.2.6, 18.2.6.3, 18.2.6.4, 18.2.7

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| Government  | Consider whether the use of any existing Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to KDFN.  | As soon as practicable or upon the request of KDFN    |
| KDFN  | If KDFN has concerns regarding the analysis, contact Government requesting further information.  | As soon as practicable after the analysis is provided |
| Government  | In response to KDFN's inquiry, provide additional information.   | As soon as practicable following the request          |
| Government  | Where reasonable and practical to do so, eliminate use of existing Quarries on Settlement Land.  | As soon as practicable                                |
| Government  | Communicate results to KDFN.   | Following elimination of the use of a Quarry          |
| <u>If all existing Quarries on Settlement Land have not been eliminated following the initial analysis:</u> |  |   |
| Government  | Consider whether the use of any remaining Quarries situated on Settlement Land could be eliminated by locating an alternative Quarry on Non-Settlement Land. Provide the results of that analysis to KDFN. | From time to time, upon the request of KDFN           |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN                  | If KDFN has concerns regarding the analysis, contact Government requesting further information. | As soon as practicable after the analysis is provided |
| Government            | In response to KDFN's inquiry, provide additional information.                                  | As soon as practicable following the request          |
| Government            | Communicate results to KDFN.  | Following elimination of the use of a Quarry          |

**Planning Assumption**

1. Government shall notify KDFN prior to undertaking new projects or activities that may affect the use of existing Quarries on Settlement Land.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Further identification of Quarries on Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

18.2.5 Where Government has not identified adequate Quarries for public purposes before the final land selections have been signed by the negotiators to that Yukon First Nation Final Agreement, that Yukon First Nation Final Agreement shall set out:

18.2.5.1 a time period for further identification of any Quarry on Settlement Land which, unless the parties to that Yukon First Nation Final Agreement otherwise agree, shall be two years from the Effective Date of the Yukon First Nation Final Agreement;

18.2.5.2 the area within the Traditional Territory that is subject to further identification of Quarries on Settlement Land; and

(a) The following Parcels of Kwanlin Dun First Nation Settlement Land are subject to further identification of Quarries pursuant to 18.2.5.2:

(i) those portions of Parcel R-5A lying within two kilometres east of the centre line of a 60 metre right-of-way for the road known as the M'Clintock Valley Road and shown approximately by a line designated as M'Clintock Valley Road on Map Sheet 105 D/9 but not including that portion of Parcel R-5A designated as R-5A/D1 on Map Sheet 105 D/9;

(ii) Parcel R-28A;

(iii) those portions of Parcel R-40A lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Fish Lake Road and shown approximately by a line designated as Fish Lake Road on Map Sheet 105 D/11;

(iv) Parcel R-75A;

(v) those portions of Parcels R-62A and R-80A lying within one kilometre of the centre line of a 60 metre right-of-way for the road known as the Kusawa Lake Road and shown approximately by a line designated as Kusawa Lake Road on Map Sheets 115 A/9 and 115 A/16,

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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as identified in Appendix A - Settlement Land Descriptions, attached to this Agreement, and in Appendix B - Maps, which forms a separate volume to this Agreement.

18.2.5.3 a process for Consultation with the Yukon First Nation in the further identification of Quarries on Settlement Land.

- (a) Government shall provide Kwanlin Dun First Nation with a written notice setting out the location of the Quarry on Settlement Land that Government proposes to identify, the information which was used by Government in deciding to propose to identify that Quarry and the public purposes for which the Quarry is required.
- (b) Within 60 days of receipt of the notice described in (a), the Kwanlin Dun First Nation shall provide Government with its views on Government's proposal to identify that Quarry and may request a meeting with Government to present those views.
- (c) Government shall, if requested, meet with the Kwanlin Dun First Nation to discuss its proposed identification of that Quarry and review the establishment of Quarries on Non-Settlement Land.
- (d) Government shall consider fully and fairly the views presented by the Kwanlin Dun First Nation and shall provide, to the Kwanlin Dun First Nation, its response in writing to those views and its decision on identification of that Quarry.

**CROSS REFERENCED CLAUSES:** 18.2.3, 26.3.1.3; Appendix A - Settlement Land Descriptions  
R-5A, R-28A, R-40A, R-62A, R-75A, R-80A

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| Responsibility | Activities  | Timing   |
|----------------|---|--|
| Yukon          | Identify Quarries on Settlement Land specified in 18.2.5.2 (a) (i) through (v) taking into consideration 18.2.3. Provide KDFN with written notice setting out location of proposed Quarries, the information used to identify proposed Quarries, and the public purpose for which the proposed Quarries are required. | No later than 2 years from the Effective Date  |
| KDFN           | Prepare and present views in writing to Yukon and, at discretion, request a meeting with Yukon.   | Within 60 days of receipt of notice from Yukon |
| Yukon          | If KDFN requests, meet with KDFN to discuss the proposed identification of the Quarries and review the establishment of Quarries on Non-Settlement Land.  | As soon as practicable after receiving request |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                      |
|-----------------------|--|------------------------------------|
| Yukon                 | Provide full and fair consideration of views presented. Provide KDFN with written response to KDFN views.                                      | After KDFN presents its views      |
| Yukon                 | Make final decision regarding identification of Quarries, taking into account the views of KDFN. Provide KDFN with written notice of decision. | Within a reasonable period of time |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Yukon use and restoration of specified Quarries on Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN, Surface Rights Board

**OBLIGATIONS ADDRESSED:**

18.2.6 Unless otherwise provided in a Yukon First Nation Final Agreement, the following terms and conditions respecting a Quarry on Settlement Land identified under 18.2.2 or 18.2.5 shall apply:

18.2.6.1 Government shall have the exclusive use of Quarries and the right to take any Construction Materials required from such Quarries without the agreement of or compensation for such use or taking to the affected Yukon First Nation;

18.2.6.2 Government shall use a Quarry in accordance with commonly accepted land use standards and shall endeavour to minimize interference with other uses of the Settlement Land;

18.2.6.3 on ending its use of a Quarry, Government shall, if required by the affected Yukon First Nation, restore the Quarry in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement, and replanting of vegetation so that the Quarry will blend in with the local landscape and vegetation; and

18.2.6.4 where a dispute arises over the use or restoration of a Quarry by Government, either Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.

**CROSS REFERENCED CLAUSES:** 18.2.2, 18.2.5 (all), 18.2.10

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                   |
|-----------------------|--|---------------------------------|
| Yukon                 | Use Quarry and associated specified substances in accordance with commonly accepted land use standards, taking reasonable steps to minimize interference with other uses of Settlement Land. | As required for public purposes |
| Yukon                 | Notify KDFN of intention to abandon use of Quarry.   | Prior to ending use             |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>                                 |
|---|--|---|
| KDFN  | Review notice and determine if site restoration is appropriate.                                    | Upon receipt of notice                        |
| KDFN  | Notify Yukon of decision regarding need for site restoration.                                      | As soon as practicable                        |
| Yukon   | If required by KDFN, restore Quarry in accordance with 18.2.6.3.                                   | As appropriate                                |
| <b><u>If dispute arises over use or restoration of Quarry by Yukon:</u></b> |  |   |
| Yukon or KDFN   | At discretion, refer any dispute to Surface Rights Board.  | Within a reasonable period of time            |
| Yukon or KDFN   | If an application is made to the Surface Rights Board, prepare for and respond to the application. | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Government use of other Quarries on Settlement Land

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON:** Surface Rights Board

**OBLIGATIONS ADDRESSED:**

- 18.2.7 Where Government needs a Quarry and no suitable alternative Quarry is available on Non-Settlement Land in the surrounding area, a Yukon First Nation shall allow Government to establish and work a Quarry on Settlement Land which has not been identified under 18.2.2 or 18.2.5 and take Construction Materials required for public purposes from the Quarry under such terms and conditions as may be agreed by Government and the affected Yukon First Nation including compensation to that Yukon First Nation for the Construction Materials taken.
- 18.2.8 If the Yukon First Nation and Government are unable to reach agreement on Government's need for a Quarry or on whether there is a suitable alternative Quarry or on the terms and conditions for Government's use of a Quarry under 18.2.7 within 30 days of Government's request for the use of the Quarry, Government or the affected Yukon First Nation may refer the dispute to the Surface Rights Board.
- 18.2.9 When the Surface Rights Board determines that Government does not need a Quarry on Settlement Land or that a suitable alternative on Non-Settlement Land is available, the Surface Rights Board shall deny Government the right to work the Quarry.

**CROSS REFERENCED CLAUSES:** 18.2.2, 18.2.4, 18.2.5 (all), 18.2.10

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                    |
|-----------------------|--|--|
| Government            | Notify KDFN that a Quarry is required for public purposes and that no suitable Quarry is available on Non-Settlement Land. | As necessary                                     |
| Government and KDFN   | Attempt to reach agreement on need to use Quarry and on appropriate terms and conditions for Government use.               | Within 30 days of notification by Government     |
| Government            | Establish and work Quarry according to terms and conditions agreed upon.   | If agreement is reached with KDFN within 30 days |
|                       | OR   |  |
| Government            | Abandon proposal to use Quarry on Settlement Land.   | If no agreement reached with KDFN within 30 days |
|                       | OR   |  |

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                    |
|-----------------------|--|--|
| Government or KDFN    | Refer dispute to the Surface Rights Board.   | If no agreement reached with KDFN within 30 days |
| Government or KDFN    | If an application is made to the Surface Rights Board, prepare for and respond to the application. | In accordance with Surface Rights Board rules    |

**Planning Assumption**

1. The terms and conditions agreed upon between KDFN and Government pursuant to 18.2.7 may include requirements for restoration of the Quarry.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Government use of Construction Materials from a Quarry on Settlement Land

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

18.2.10 Unless Government and the affected Yukon First Nation otherwise agree, Government may use Construction Materials removed from a Quarry on Settlement Land only for public purposes either within the Yukon or no further than 30 kilometres beyond the boundaries of the Yukon.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                     |
|-----------------------|--|-----------------------------------|
| Government            | Notify KDFN of desire to use materials from Quarries on Settlement Land for non-public purposes or public purposes more than 30 km beyond Yukon boundaries and seek consent of the KDFN. | As required                       |
| KDFN                  | Consider request and notify Government of decision, including proposed terms and conditions if applicable.   | Upon request from Government      |
| Government            | Use Quarry as agreed.  | With consent of KDFN              |
|                       | OR   |                                   |
| Government            | Abandon proposal for use.  | If consent not obtained from KDFN |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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|                               |   |
|-------------------------------|---|
| <b>PROJECT:</b>               | Access to Settlement Land with the consent of KDFN for the exercise of Mineral Rights |
| <b>RESPONSIBLE PARTY:</b>     | KDFN  |
| <b>PARTICIPANT / LIAISON:</b> | Surface Rights Board, Person having a New or Existing Mineral Right                   |

**OBLIGATIONS ADDRESSED:**

- 18.3.3 Any Person having an Existing Mineral Right on Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.3.4 Any Person having an Existing Mineral Right on Non-Settlement Land who does not have a right of access to Settlement Land under 18.3.1, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions.
- 18.4.3 Any Person having a New Mineral Right on Category B or Fee Simple Settlement Land who does not have a right of access under 18.4.1 or 18.4.2, or a right of access included in the right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to use, cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.
- 18.4.4 Any Person having a New Mineral Right on Non-Settlement Land who does not have a right of access under 18.4.1, or a right of access included in a right described in 5.4.2, has a right of access, for purposes of exercising that New Mineral Right, to cross and make necessary stops on Settlement Land with the consent of the affected Yukon First Nation or failing consent, with an order of the Surface Rights Board setting out the terms and conditions of access.

**CROSS REFERENCED CLAUSES:** 5.4.2 (all), 18.3.1 (all), 18.3.5 (all), 18.3.6, 18.4.1 (all), 18.4.2, 18.4.5 (all), 18.5.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>               |
|-----------------------|--|-----------------------------|
| KDFN                  | Receive request for access to Settlement Land from holder of a Mineral Right. Determine whether or not access will be granted. | As required prior to access |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                 |
|-----------------------|--|---|
| KDFN                  | Notify holder of a Mineral Right of decision.  | Within a reasonable time                      |
| KDFN                  | If an application is made to the Surface Rights Board, prepare for and respond to the application. | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Property Tax Assistance

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** KDFN, taxation authority

**OBLIGATIONS ADDRESSED:**

20.7.1 During a 10-year transitional period beginning with the year following the year in which a Yukon First Nation Final Agreement is signed, Canada shall assist that Yukon First Nation with the payment of Property Taxes on any Settlement Land of that Yukon First Nation that are subject to Property Taxes while owned by that Yukon First Nation, net of any homeowner's grants. The assistance shall be 100 percent in year one, decreasing by 10 percentage points per year, to 10 percent in year 10. During such time, Canada shall have the same rights in respect of any assessment of taxes as a property owner.

21.2.2 Any residence of a Yukon Indian Person which is occupied as a personal residence on Fee Simple Settlement Land, and which otherwise meets the criteria, shall be deemed to be owner-occupied for the purposes of any homeowner's grant programs available from time to time, notwithstanding that title to the lands on which the residence is situated, is held by a Yukon First Nation or Yukon First Nation Corporation.

**CROSS REFERENCED CLAUSES:** 21.2.1, 21.2.3, 21.2.5 (all), 21.5.1

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The Parties have agreed that the ten-year period during which property taxation assistance will be provided by Canada will commence on the Effective Date of the KDFNFA. It was further confirmed that the Parties would support a proposal to amend the Umbrella Final Agreement to reflect the approach outlined on this activity sheet for implementing the Property Tax Assistance provisions. It is understood that an amendment will be put forward for consideration at a time in the future when it becomes necessary for the parties to the Umbrella Final Agreement to consider other amendments to the Umbrella Final Agreement.

The activities which follow immediately below are organized in two groupings: the first, for what will occur during the year of the Effective Date and the second, for what will occur in subsequent years.

In the year of the Effective Date:

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                  |
|-----------------------|--|--|
| Yukon                 | Provide taxation authority and KDFN with a list of KDFN properties subject to property tax for the year of the Effective Date or portion thereof, showing estimated taxes. | No later than 90 days after the Effective Date |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Yukon                 | Provide KDFN with application form for any Yukon homeowner's grant, requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year.                          | No later than 90 days after the Effective Date                                |
| KDFN                  | If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes. Pay taxes to taxation authority net of any eligible Yukon homeowner's grant for eligible properties. | No later than 180 days after Effective Date or July 2, whichever is the later |

AND

In subsequent years for which the property taxation assistance regime applies:

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Taxation authority    | Each year, provide KDFN with an application form for any Yukon homeowner's grant (attached to the tax notice), requesting information concerning occupancy of residential properties on Fee Simple Settlement Land for that taxation year. | By May 15 of each year   |
| KDFN                  | If applying for Yukon homeowner's grant, return completed application form to taxation authority when paying taxes to receive the homeowner's grant for eligible properties as a deduction from the tax bill;                              | By July 2 of each year   |
|                       | OR   |  |
| KDFN                  | Return completed application form to Yukon, to receive the homeowner's grant for eligible properties as a refund after the taxes have been paid.   | By February 15 of the year following the year for which the application for homeowner's grant is being made  |
| KDFN                  | Pay taxes to taxation authority.   | By July 2 of each year   |
| Yukon                 | If the Yukon homeowner's grant was not deducted from KDFN's tax bill at the time the taxes were paid by KDFN, pay to KDFN the amount of the Yukon homeowner's grant for which KDFN is eligible.  | Annually, within a reasonable period of time following receipt of KDFN's homeowner's grant application form. |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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The following activities deal with the payment of property tax assistance from Canada to KDFN on an annual basis for the first ten years following Effective Date. The terms and conditions for the payment of property tax assistance are described in Annex C of the KDFN Self-Government Financial Transfer Agreement.

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| KDFN                  | Provide to Canada evidence of the amounts of property taxes paid and homeowner's grants received by KDFN for each calendar year.   | As soon as practicable after both the property taxes are paid and the homeowner's grant is received by KDFN, in the year of the Effective Date and each subsequent year for ten years |
| Canada                | Following receipt of information from KDFN about the amount of property taxes paid and homeowner's grant received by KDFN in a calendar year, calculate the amount of the assistance to be paid using the applicable formula set out in the planning assumptions section of this activity sheet. | Annually, as soon as practicable after receipt of information from KDFN   |
| Canada                | Pursuant to the terms and conditions set out in Annex C of the KDFN SGFTA, pay to KDFN the amount of assistance calculated using the applicable formula set out in the planning assumptions section of this activity sheet.  | As soon as practicable  |

**Planning Assumptions**

1. The May 15 and July 2nd dates referenced in the timing for activities above are deadlines established in the current Assessment and Taxation Act, R.S.Y. 1986, c. 10, for the issuance of tax notices and payment of taxes, respectively. Similarly, the February 15 date referenced is the deadline established in the current Home Owners Grant Act, R.S.Y. 1986, c. 84, for filing applications for Yukon homeowner's grants in respect of the preceding taxation year. These dates may be subject to change from time to time.
2. Yukon will provide a list of all fee simple properties on KDFN Settlement Land when the application form for the homeowner's grant is sent to the KDFN. As part of the process of applying for the homeowner's grant, KDFN will sign a declaration concerning eligibility of properties for the homeowner's grant.
3. A self-government financial transfer agreement (SGFTA) between Canada and KDFN will be in effect which will provide for the payment of the property tax assistance described in 20.7.1.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

4. Formulas for Calculation of Property Taxation Assistance: If the Effective Date of the KDFNFA falls on a day other than January 1, the following formulas will be used to calculate the amount of assistance to be paid for each of the ten years for which property taxation assistance is to be paid. The amount of property taxation assistance provided for each of the ten years will be in respect of portions of two calendar years, calculated as follows:

X = the number of days in the calendar year from January 1 up to and including the day prior to the Effective Date or the anniversary thereof;

Y = the number of days remaining in the calendar year, from the Effective Date or anniversary thereof to December 31, inclusive; and,

T = the amount of the property taxes paid by KDFN for that taxation year minus the homeowner's grant received by KDFN for that year.

**Assistance**

|          |  |       |
|----------|--|-------|
| YEAR 1:  | $(T \times Y/365) \times 100\% =$                                | _____ |
| YEAR 2:  | $(T \times X/365) \times 100\% + (T \times Y/365) \times 90\% =$ | _____ |
| YEAR 3:  | $(T \times X/365) \times 90\% + (T \times Y/365) \times 80\% =$  | _____ |
| YEAR 4:  | $(T \times X/365) \times 80\% + (T \times Y/365) \times 70\% =$  | _____ |
| YEAR 5:  | $(T \times X/365) \times 70\% + (T \times Y/365) \times 60\% =$  | _____ |
| YEAR 6:  | $(T \times X/365) \times 60\% + (T \times Y/365) \times 50\% =$  | _____ |
| YEAR 7:  | $(T \times X/365) \times 50\% + (T \times Y/365) \times 40\% =$  | _____ |
| YEAR 8:  | $(T \times X/365) \times 40\% + (T \times Y/365) \times 30\% =$  | _____ |
| YEAR 9:  | $(T \times X/365) \times 30\% + (T \times Y/365) \times 20\% =$  | _____ |
| YEAR 10: | $(T \times X/365) \times 20\% + (T \times Y/365) \times 10\% =$  | _____ |
| YEAR 11: | $(T \times X/365) \times 10\% =$                                 | _____ |

This table will be adjusted to take leap years into account as appropriate.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Property assessment and taxation of Fee Simple Settlement Land

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

21.2.1 Fee Simple Settlement Land shall be subject to Laws of General Application respecting Property Taxes, and Government and a Yukon First Nation may agree in a self-government agreement negotiated pursuant to Chapter 24 - Yukon Indian Self-Government that Fee Simple Settlement Land is also subject to the power of the Yukon First Nation to levy and collect fees for the use or occupation of Settlement Land, including property taxes.

**CROSS REFERENCED CLAUSES:** 20.7.1, 21.1.0, 21.2.3, 21.2.5 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                            |
|-----------------------|---|--|
| Yukon, KDFN           | For the first assessment roll prepared following the Effective Date, discuss and attempt to reach agreement on tax classifications and assessed values for KDFN Fee Simple Settlement Land. | Prior to finalization of assessment roll |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review of the arrangements for Property Tax Exemptions

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:**

**OBLIGATIONS ADDRESSED:**

21.2.5.8 Upon receipt by the Yukon of a written request from the Kwanlin Dun First Nation no earlier than 10 years after the Effective Date and no later than 14 years after the Effective Date, the Yukon and the Kwanlin Dun First Nation shall review the nature of the arrangements for the exemptions from Property Taxes provided in 21.2.5.2 and whether other arrangements may be more appropriate in the circumstances.

21.2.5.9 In conducting the review under 21.2.5.8, the Yukon and the Kwanlin Dun First Nation shall consider unless the Kwanlin Dun First Nation and the Yukon otherwise agree at the time of the review:

- (a) the financial impacts on the Kwanlin Dun First Nation and the City of Whitehorse associated with the regime respecting Property Taxes established under 21.2.5;
- (b) the appropriateness of the expiry of the time lines described in 21.2.5.7 as an event giving rise to the liability of the Kwanlin Dun First Nation for Property Taxes;
- (c) the impact of the regime respecting Property Taxes established under 21.2.5 on the development of Non-Settlement Land within the Community Boundary of the City of Whitehorse;
- (d) potential amendments to 21.2.5.1 to 21.2.5.19 to address matters arising from the review under 21.2.5.8; and
- (e) such other matters as the Yukon and the Kwanlin Dun First Nation may agree upon.

**CROSS REFERENCED CLAUSES:** 21.2.5.1 to 21.2.5.7, 21.2.5.14 to 21.2.5.19 (all); SGA 28.0

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| KDFN                  | By written notice, request that Yukon meet to review the nature of arrangements for the exemption of Property Taxes provided in 21.2.5.2 and whether other arrangements may be more appropriate. | At least 10 years after Effective Date and not later than 14 years from that date |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b> |
|-----------------------|---|---------------|
| KDFN, Yukon           | Conduct review , taking into consideration the matters listed in 21.2.5.9, unless otherwise agreed. | As required   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review and consideration of extension to property tax exemption

**RESPONSIBLE PARTY:** KDFN, Yukon

**PARTICIPANT / LIAISON:**

**OBLIGATIONS ADDRESSED:**

21.2.5.10 Unless the Kwanlin Dun First Nation and the Yukon otherwise agree as a result of a review under 21.2.5.8, upon receipt by the Yukon of a written request from the Kwanlin Dun First Nation, no later than 180 days prior to the expiration of each time period referenced in 21.2.5.7, the Yukon and the Kwanlin Dun First Nation shall review the circumstances of each Parcel of Settlement Land listed in Schedule A and Schedule B for which the exemption provided in 21.2.5.2 has not ceased to apply pursuant to 21.2.5.4 and consider, unless the Kwanlin Dun First Nation and the Yukon otherwise agree at the time of the review, whether to extend the application of the exemption and, if the Yukon and the Kwanlin Dun First Nation agree, the exemption provided in 21.2.5.2 may be extended for a further agreed period of time for one or more of those Parcels of Settlement Land.

21.2.5.11 Prior to conducting the review referred to in 21.2.5.10, the Yukon and the Kwanlin Dun First Nation shall endeavour to reach agreement as to the circumstances to be reasonably considered in the review.

21.2.5.12 If, after having endeavoured to reach agreement under 21.2.5.11, the Yukon and the Kwanlin Dun First Nation are unable to reach agreement as to the circumstances to be reasonably considered in the review, either may refer the matter to the dispute resolution process under 26.4.0.

21.2.5.13 If the Yukon and the Kwanlin Dun First Nation reach agreement under 21.2.5.11 or if the matter is resolved by dispute resolution under 21.2.5.12, and if during the time between the Effective Date of this Agreement and the review referred to in 21.2.5.10, there has been no significant change in the circumstances agreed to under 21.2.5.11 or determined by the dispute resolution process under 21.2.5.12 for a Parcel of Settlement Land reviewed under 21.2.5.10, the Yukon shall extend the exemption provided in 21.2.5.2 for that Parcel for a further agreed period of time not less than one year.

**CROSS REFERENCED CLAUSES:** 21.2.5.1 to 21.2.5.7, 21.2.5.14 to 21.2.5.19 (all), 26.4.0;  
SGA 28.0

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| KDFN  | At discretion, request in writing that Yukon meet to review the circumstances of each Parcel of Settlement Land listed in Schedule A and Schedule B, and whether the existing exemption may be extended for a further agreed period of time. | No later than 180 days prior to expiration of each time period set out in 21.2.5.7 |
| KDFN, Yukon   | Endeavour to reach agreement on circumstances to be reasonably considered in the review of each Parcel.  | Prior to conducting the review   |
| <u>If KDFN and Yukon are unable to reach agreement on circumstances to be reasonably considered:</u>  |  |  |
| KDFN or Yukon   | At discretion, refer the matter to the dispute resolution process under 26.4.0.  | As necessary   |
| <u>If KDFN and Yukon reach agreement under 21.2.5.11 or if the matter is resolved by dispute resolution under 26.4.0, and if it is determined pursuant to a 21.2.5.10 review that there has been no significant change in the circumstances agreed to under 21.2.5.11 or the circumstances as determined by the dispute resolution process:</u> |  |  |
| Yukon   | Extend the exemption provided in 21.2.5.2 for that Parcel for a further agreed upon period of time, not less than one year.  | Prior to expiration of exemption   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Action by taxing authority for non-payment of Property Taxes for Settlement Land

**RESPONSIBLE PARTY:** Yukon or other taxing authority ("Taxing Authority")

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

- 21.3.1 Notwithstanding Laws of General Application, Settlement Land held by a Yukon First Nation or any Yukon First Nation Corporation shall not be subject to attachment, seizure or sale for non-payment of Property Taxes. If Property Taxes owing on such Settlement Land remain unpaid for more than two years, the taxing authority may withdraw the delivery of any or all services to such Settlement Land until the outstanding Property Taxes have been paid.
- 21.3.2 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the Property Taxes remain unpaid on Settlement Land six months after the withdrawal of any Local Government Services under 21.3.1, the taxing authority may attach the assets of that Yukon First Nation or any Yukon First Nation Corporation of that Yukon First Nation in addition to all other remedies including the filing of a lien or other instrument against such Settlement Land.

**CROSS REFERENCED CLAUSES:** 21.2.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Taxing Authority      | Provide KDFN or any KDFN corporation with initial notice, using double registered mail, of the possible withdrawal of delivery of any or all services to such Settlement Land if taxes are not paid within six months of date of notice. | If property taxes are owing on Settlement Land for more than 18 months                  |
| Taxing Authority      | Notify KDFN or any KDFN corporation by way of double registered letter that services may be withdrawn by a specified date (six months after issuance of initial notice) if taxes are not paid by that date.                              | If taxes remain unpaid  |
| Taxing Authority      | Provide notice to KDFN if Taxing Authority decides to attach the assets of KDFN or any KDFN Corporation owing the taxes, and/or to initiate other remedies.  | If taxes remain unpaid six months after the withdrawal of any Local Government Services |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Action by Yukon or Municipality for non-payment by KDFN for Local Government Services

**RESPONSIBLE PARTY:** Yukon or Municipality

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

- 21.3.3 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if arrears under any agreement negotiated between the Yukon First Nation and Government for the provision of Local Government Services on Settlement Land remain unpaid for a period of six months, Government may withdraw any or all such services to such land until the outstanding arrears have been paid.
- 21.3.4 Unless the parties to a Yukon First Nation Final Agreement otherwise agree, if the arrears remain unpaid six months after the withdrawal of services under 21.3.3, Government may, without the consent of the Yukon First Nation or any Yukon First Nation Corporation, refer the matter to the dispute resolution process under 26.3.0.

**CROSS REFERENCED CLAUSES:** 21.1.0 (all), 26.3.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Yukon or Municipality | Provide KDFN with initial notice using double registered mail, of the possible withdrawal of delivery of Local Government Services on Settlement Land if payment not made within two months of date of notice. | If payment for such services remains unpaid for a period of four months |
| Yukon or Municipality | Notify KDFN by way of double registered mail, that services may be withdrawn by a specified date if payment not received.  | 30 days after initial notice if arrears are still outstanding           |
| Yukon or Municipality | At discretion, refer the matter to dispute resolution process under 26.3.0.  | If arrears remain unpaid 6 months after withdrawal of services          |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Rates for user-pay Local Government Services for KDFN and any corporation owned or controlled by KDFN

**RESPONSIBLE PARTY:** KDFN, City of Whitehorse

**PARTICIPANT / LIAISON:** Yukon

**OBLIGATIONS ADDRESSED:**

21.4.1.1 Unless otherwise agreed between the Kwanlin Dun First Nation and the City of Whitehorse, the Kwanlin Dun First Nation and any corporation owned or controlled by the Kwanlin Dun First Nation shall pay the same rates for user-pay Local Government Services in respect of Settlement Land within the Community Boundary of the City of Whitehorse as are paid by property owners in the City of Whitehorse.

**CROSS REFERENCED CLAUSES:** KDFNSGA 26.0 (all)

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| <b>Responsibility</b>    | <b>Activities</b>  | <b>Timing</b>        |
|--------------------------|--|----------------------|
| KDFN, City of Whitehorse | At the request of either party, attempt to reach agreement on the rates to be paid for Local Government Services by KDFN or any corporation owned or controlled by KDFN.   | At discretion        |
| City of Whitehorse       | If no agreement, ensure rates for user-pay Local Government Services which are billed to KDFN or any corporation owned or controlled by KDFN are the same as would be paid by property owners in the City of Whitehorse. | After Effective Date |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Payment of outstanding Property Taxes on KDFN Settlement Land situated inside the Community Boundary of the City of Whitehorse

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** City of Whitehorse

**OBLIGATIONS ADDRESSED:**

21.6.1.2 Except as provided in 21.6.1.3, the Kwanlin Dun First Nation shall pay Property Taxes outstanding as of the Effective Date of this Agreement on Kwanlin Dun First Nation Settlement Land situated inside the Community Boundary of the City of Whitehorse.

21.6.1.3 The Kwanlin Dun First Nation shall not be responsible to pay Property Taxes outstanding as of the Effective Date of this Agreement on Settlement Land situated inside the Community Boundary of the City of Whitehorse, if prior to the Effective Date of this Agreement such Settlement Land was Land Set Aside eligible for payments by Canada in accordance with the Payments in Lieu of Taxes Act, R.S.C., 1985, c. M-13.

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                        |
|-----------------------|---|--------------------------------------|
| KDFN                  | Pay outstanding Property Taxes on KDFN Settlement Land situated inside the Community Boundary of the City of Whitehorse, except on KDFN Settlement Land that was Land Set Aside eligible for payments by Canada in accordance with the <u>Payments in Lieu of Taxes Act</u> . | Within 30 days of the Effective Date |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Preparation of an economic development opportunities plan

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

22.3.1 As soon as practicable after the completion of the implementation plan for a Yukon First Nation Final Agreement, the parties to each Yukon First Nation Final Agreement shall develop a plan for Yukon Indian People to take advantage of economic development opportunities generated by that Settlement Agreement, which plan may be completed either before or after a Yukon First Nation Final Agreement.

22.3.1.1 The plan referred to in 22.3.1 for the Kwanlin Dun First Nation shall be completed within three years of the Effective Date of this Agreement or such other time as the parties may agree.

22.3.2 The plans shall include recommendations to:

22.3.2.1 maximize opportunities for training and identify the experience that Yukon Indian People will require to take advantage of the economic opportunities generated by Settlement Agreements;

22.3.2.2 maximize the use of available financial and technical resources; and

22.3.2.3 identify the funding requirements and measures necessary to stimulate community level economic activity.

**CROSS REFERENCED CLAUSES:** 15.7.1.2, 22.3.3.4; KDFNFA Plan Activity Sheet 15.7.1.1

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                 |
|-----------------------|---|---|
| KDFN                  | Notify Canada and Yukon of intention to establish tripartite planning group to prepare an economic development opportunities plan.                        | At discretion                                 |
| Parties               | Establish planning group, develop work plan including time lines and identify resources required to complete the economic development opportunities plan. | As soon as practicable upon receipt of notice |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Parties               | Identify Government programs that may be accessed to assist KDFN to participate in this planning process.  | Concurrent with development of the work plan                                   |
| Planning group        | Develop the economic development opportunities plan taking into account all factors listed.  | In accordance with time lines set out in the work plan                         |
| Planning group        | Present draft of the economic development opportunities plan and associated recommendations to the Parties.  | In accordance with time lines set out in the work plan                         |
| Parties               | Review draft of the economic development opportunities plan and associated recommendations and submit comments to the planning group.                                      | In accordance with time lines set out in the work plan                         |
| Planning group        | Incorporate the comments of the Parties and present final draft of the economic development opportunities plan and associated recommendations to the Parties for approval. | In accordance with time lines set out in the work plan                         |
| Parties               | Approve the economic development opportunities plan and associated recommendations.  | Within three years of the Effective Date or such time as the parties may agree |

**Planning Assumptions**

1. The economic development opportunities plan will take into account existing economic development priorities of KDFN.
2. The work plan may include provision for public participation.
3. Nothing in the economic development opportunities plan shall be construed to impose an obligation on Government or KDFN to implement the recommendations of the economic development opportunities plan.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Facilitating of training and professional development of Yukon Indian People so they will have access to public service employment opportunities

**RESPONSIBLE PARTY:** KDFN, Yukon, Canada

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

22.4.1 Where public service employment opportunities exist, Government shall assist in facilitating training and professional development of Yukon Indian People so that they will have access to such employment opportunities, with particular emphasis on increasing over a reasonable period of time the number of Yukon Indian People in technical, managerial and professional positions within the public service.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.8.1; Chapter 22 Schedule A Part I 4.0; 28.3.3, 28.3.3.5, 28.9.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Government,<br>KDFN   | Exchange information regarding KDFN training needs and priorities, and regarding the options available whereby Government can assist in facilitating training and professional development of Yukon Indian People. Establish arrangements to take advantage of any viable options. | Within six months after the Effective Date or as soon thereafter as the parties agree is reasonable |

**Planning Assumptions**

1. The parties understand that the Government employment plan required pursuant to Chapter 22 Schedule A Part I 4.0 will be the primary mechanism to address how the obligation set out in 22.4.1 will be met. The activities set out above are intended to be interim arrangements for the period prior to completion of the government employment plan.
2. The options to be explored for Government to assist in facilitating training and professional development of Yukon Indian People may include secondments, identification of spaces in Government training programs, mentoring and/or job shadowing, such as are applicable to the training need being addressed and are available from time to time.
3. The activities set out above will be carried out by Canada and Yukon in separate processes with KDFN.
4. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

|                                |   |
|--------------------------------|---|
| <b>PROJECT:</b>                | Explore ways of making apprenticeship programs more flexible and promote greater participation by Yukon Indian People |
| <b>RESPONSIBLE PARTY:</b>      | KDFN, Yukon   |
| <b>PARTICIPANT / LIAISON :</b> | None identified   |
| <b>OBLIGATIONS ADDRESSED:</b>  |   |

22.4.2 The Yukon and Yukon First Nations jointly shall explore ways to make apprenticeship programs more flexible, and to promote greater participation by Yukon Indian People in such programs, and shall examine other means of providing training for employment.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.8.1; Chapter 22 Schedule A Part I 4.0; 28.3.3.5

| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                       |
|-----------------------|---|-------------------------------------|
| KDFN, Yukon           | Develop a work plan, including contacts, time lines and information requirements to enable the parties to explore ways to make apprenticeship programs more flexible. | At the request of KDFN              |
| KDFN, Yukon           | Assess employment opportunities within the trades sector.   | As established in the work plan     |
| KDFN, Yukon           | Contact trade unions to encourage their participation in the review of apprenticeship programs.   | As established in the work plan     |
| KDFN, Yukon           | Review existing apprenticeship training programs to assess their effectiveness in promoting greater participation by Yukon Indian People.                             | As established in the work plan     |
| KDFN, Yukon           | As may be required, and to the extent practicable, modify existing programs or develop new programs to assist in achieving the goal of greater participation.         | Within 18 months of request by KDFN |
| KDFN, Yukon           | Provide for a regular review of effectiveness of apprenticeship training programs.  | Ongoing                             |

**Planning Assumptions**

1. The activities set out above may be carried out in coordination with other YFNs as they carry out the same or similar activities, in order to avoid duplication of efforts.
2. Trade unions establish training programs and apprenticeship opportunities and they should be encouraged to participate in the review and planning processes.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Notice of tenders to KDFN by the Yukon

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

22.5.1 The Yukon, at the time it publicly invites tenders, shall provide written notice to those Yukon First Nations who have indicated a wish to be advised of public tenders. Where bidders' lists or similar methods are used, the Yukon shall notify those Yukon First Nations who have indicated their interest in contracting and their ability to supply the tendered goods or services.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.5.2, 22.5.6, 22.5.7, 22.5.8

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                             |
|-----------------------|--|---|
| KDFN                  | Advise Yukon that KDFN wishes to be notified of public tenders and of their interest in receiving contract information.                      | At discretion                             |
| Yukon                 | Provide available public information with respect to public tenders and contracting.   | As soon as practicable after notification |
| KDFN                  | If interested in contracting, provide information regarding ability to supply goods and services, for inclusion on bidders' or source lists. | At discretion                             |
| Yukon                 | Provide written notice of public tenders to KDFN if they have indicated a wish to be advised of public tenders.                              | At the time Yukon invites public tenders  |
| Yukon                 | Where the above-noted bidders' lists or similar methods are used, notify KDFN if it is on such lists.  | At the time Yukon invites public tenders  |

**Planning Assumptions**

1. Additions to the source lists made between release periods can be accessed by KDFN through the Yukon's Contract Administration Branch.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Information on non-public contracts

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

22.5.3 The Yukon shall provide information on a regular basis to Yukon First Nations on contracts awarded which were not advertised for public tender.

**CROSS REFERENCED CLAUSES:** 22.2.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                               |
|-----------------------|---|---|
| Yukon                 | Supply KDFN with a copy of the list of contracts as tabled annually in the Legislature. | As soon as practicable after annual tabling |

**Planning Assumptions**

1. If lists of contracts are generated on a more frequent basis, Yukon will provide as available.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Inclusion of KDFN on federal contract lists

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

22.5.4 For contracts to be awarded in the Yukon, Canada undertakes to include on contract lists those qualified Yukon First Nations who have indicated an interest in contracting.

22.5.5 A Yukon First Nation may request information from a federal contracting authority on contracts awarded in the Yukon. Where such information is publicly available, the authority shall make all reasonable efforts to provide the requested information.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.5.6

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                             |
|-----------------------|---|---|
| KDFN                  | Advise Canada if KDFN is interested in being included on contract lists in Yukon.   | At discretion                             |
| Canada                | Provide information with respect to contracting and qualifications that may be required, including the standing offer agreements process. | As soon as practicable after KDFN request |
| KDFN                  | Notify Canada of qualifications and other relevant information when indicating on which contract list KDFN wishes to be included.         | At discretion                             |
| Canada                | Notify KDFN if KDFN included on specific contract lists.  | At request of KDFN                        |
| Canada                | Provide publicly available information with respect to contracts that have been awarded in Yukon.   | As soon as practicable after KDFN request |

**Planning Assumption**

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Access to Government contracting and registration

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

- 22.5.6 At the request of Yukon Indian People, Government shall provide information on how to access Government supply and services contracts and standing offers, and how to register on lists or inventories which Government uses for contracting.
- 22.5.7 Where practicable, provision of information in 22.5.6 shall be through seminars and workshops.
- 22.5.8 Government shall ensure that Yukon Indian People and Yukon First Nations' corporations are advised on how to access Government contracting, and that such individuals and businesses are given full opportunity to be registered on any lists or inventories Government uses for contracting purposes.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.5.1, 22.5.4

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                      |
|-----------------------|---|--|
| Government            | Provide information to Kwanlin Dun and/or KDFN corporations regarding access to contracts, standing offer agreements and how to register on lists or inventories. | At request of Kwanlin Dun and/or KDFN corporations |
| Government            | Provide this information through seminars or workshops where practicable.   | As required  |

**Planning Assumptions**

1. For the purposes of this clause, Kwanlin Dun may be represented by KDFN.
2. When seminars or workshops are arranged, there may be an initial consultation process between KDFN and Government with respect to the content and delivery of the information.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Structuring contracts to a manageable size

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

22.5.10 The Yukon shall, where reasonable, make best efforts to structure contracts, on both Settlement Land and Non-Settlement Land, so that they are of a size manageable by small businesses.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.5.3

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Yukon                 | Where reasonable, make best efforts to structure contracts so that they are of a size manageable by small business.   | Ongoing   |
| KDFN                  | Based on contracting information provided under 22.5.3, and if KDFN has concerns that a particular contract does not meet the objectives of 22.5.10, contact Yukon identifying concerns and requesting further information. | At discretion   |
| Yukon                 | In response to KDFN's inquiry as to why contract in question was not structured of a size manageable by small businesses, respond to KDFN concerns and provide additional information.                                      | As soon as practicable after KDFN identifies concerns |

**Planning Assumption**

1. The Parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Assisting Yukon Indian People to invest in public corporations

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON :** KDFN, Yukon Indian People

**OBLIGATIONS ADDRESSED:**

22.6.1 Subject to 22.2.0, Government shall assist Yukon Indian People to make investments in public corporations.

**CROSS REFERENCED CLAUSES:** 22.2.0, 22.6.5, 22.6.6

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| <b>Responsibility</b>                 | <b>Activities</b>   | <b>Timing</b>   |
|---------------------------------------|---|---|
| Government                            | Provide list of public corporations and information as may be available respecting existing investment opportunities. | At request of KDFN  |
| KDFN, Yukon Indian People             | Request assistance from Government.   | When interested in making investments in public corporations    |
| Government                            | Consider request and identify options for practicable form(s) of assistance.  | Within a reasonable period of time following the request        |
| KDFN, Yukon Indian People, Government | Review the options and attempt to reach agreement on the assistance to be provided.                                   | Within a reasonable period of time after options are identified |
| Government                            | Provide assistance as agreed upon.  |   |

**Planning Assumptions**

1. For the purposes of this clause, Yukon Indian People may be represented by a YFN or by a corporate entity established either by an individual YFN or by YFNs collectively.
2. Activities under this clause may be linked to regional economic development plans pursuant to Chapter 22 Schedule A Part I 6.0.
3. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Participation of KDFN corporations with Yukon Development Corporation

**RESPONSIBLE PARTY:** Yukon Development Corporation, KDFN corporations

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

22.6.4 Yukon First Nation corporations may participate with the Yukon Development Corporation in economic opportunities, and such participation may include, but is not limited to, joint ventures, partnerships and equity participation in subsidiary corporations.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.6.6, Chapter 22 Schedule A Part I 2.0

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| <b>Responsibility</b>                               | <b>Activities</b>   | <b>Timing</b>                   |
|---|---|---------------------------------|
| KDFN corporations and Yukon Development Corporation | At discretion, discuss participation of KDFN corporations and Yukon Development Corporation in economic opportunities such as joint ventures, partnerships and equity participation in subsidiary corporations. | After Effective Date            |
| KDFN corporations or Yukon Development Corporation  | At discretion, propose participation in specific economic opportunities.  | When the opportunity arises     |
| KDFN corporations or Yukon Development Corporation  | Review proposal. Respond to initiating party.   | Within a reasonable time period |
| KDFN corporations and Yukon Development Corporation | If proposal accepted by both parties, proceed with joint participation in economic opportunity.   | As agreed                       |

**Planning Assumption**

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** KDFN participation in acquisition or disposal of Yukon Development Corporation business ventures

**RESPONSIBLE PARTY:** Yukon Development Corporation

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

22.6.5 Yukon First Nations shall be offered an opportunity to participate in all ventures where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture.

**CROSS REFERENCED CLAUSES:** 22.2.2, 22.6.1, 22.6.6

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| <b>Responsibility</b>         | <b>Activities</b>  | <b>Timing</b>   |
|-------------------------------|--|---|
| Yukon Development Corporation | Where the Yukon Development Corporation seeks public participation in the acquisition or disposal of a business venture, notify KDFN of opportunity to participate and provide relevant information. | In sufficient time to enable KDFN to fully consider the opportunity |
| KDFN                          | Review opportunity to participate in acquisition or disposal of business venture.  | After notification of business opportunity                          |
| KDFN                          | At discretion, participate in acquisition or disposal of business venture with the Yukon Development Corporation.  | As appropriate  |

**Planning Assumption**

1. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Establishment of procedures for joint capital planning

**RESPONSIBLE PARTY:** KDFN, Government

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

22.6.6 Government and Yukon First Nations shall establish, to the extent practicable, procedures for joint capital planning.

**CROSS REFERENCED CLAUSES:** 22.5.0 (all), 22.6.1, 22.6.4, 22.6.5; Chapter 22 Schedule A Part I 1.0 (all), 2.0 (all), 5.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                        |
|-----------------------|--|--------------------------------------|
| KDFN, Government      | Designate senior officials to meet to establish procedures, to the extent practicable, for joint capital projects planning for departments, agencies, crown corporations and KDFN. | At the request of one of the Parties |
| KDFN, Government      | Discuss common interests and mutual priorities.  |                                      |
| KDFN, Government      | As agreed, establish procedures including negotiations, studies, sharing of information, review of procedures.   | As practicable                       |
| KDFN, Government      | Designate senior officials to meet to establish procedures, to the extent practicable, for joint public finance for departments, agencies, crown corporations and KDFN.            | At the request of one of the Parties |
| KDFN, Government      | Discuss common interests and mutual priorities.  |                                      |
| KDFN, Government      | As agreed, establish procedures including negotiations, studies, sharing of information, and review of procedures.   | As practicable                       |

**Planning Assumptions**

1. These procedures are to be used as a single window process for facilitating cooperation between the Parties in meeting the intentions of various provisions of the Agreement. This should be a high priority for the Parties. The first bilateral discussion deals with procedures for public works and infrastructure developments for Government and YFNs. The second bilateral discussion relates to planning for public finance for Governments and YFNs. While related, they should be addressed separately.
2. There shall be two separate processes – one for Yukon and one for Canada.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Review of Yukon Economic Strategy

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

22.7.2 The Yukon shall ensure that at least one-quarter of the delegates invited to attend the annual review of the Yukon Economic Strategy are Yukon Indian People or their representatives.

**CROSS REFERENCED CLAUSES:** 22.2.2

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b> |
|-----------------------|---|---------------|
| Yukon                 | Notify YFNs of review of Yukon Economic Strategy.<br>Request names of delegates.  | As required   |
| KDFN                  | Provide Yukon with names of delegates.  | As required   |
| Yukon                 | Ensure that at least one quarter of total delegates invited to attend are Yukon Indian People or their representatives. | As required   |

**Planning Assumptions**

1. The requirements of this clause shall be a criterion in the normal process of arranging the review of the Yukon Economic Strategy.
2. The parties acknowledge that this activity will be carried out within existing budgets of Government. Nothing in Chapter 22, however, restricts Government from allocating additional funds to carry out this activity.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of a Project agreement where Yukon has jurisdiction to issue a Decision Document

**RESPONSIBLE PARTY:** Yukon, KDFN, Project proponent, Canada

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 1.2 Where the Yukon has the jurisdiction to issue a Decision Document for a Project in the Traditional Territory of the Kwanlin Dun First Nation which is reviewed by a panel of YDAB, the Yukon Minister may require in the Decision Document that the Project proponent, the Kwanlin Dun First Nation and the Yukon negotiate a Project agreement.
- 1.3 Project agreements referred to in 1.2 may include:
  - 1.3.1 employment opportunities for Kwanlin Dun;
  - 1.3.2 business opportunities for the Kwanlin Dun First Nation or for Kwanlin Dun, including contracts and the provision of goods and services;
  - 1.3.3 investment opportunities for the Kwanlin Dun First Nation, including equity purchase; and
  - 1.3.4 other measures to mitigate negative socio-economic effects of the Project on the Kwanlin Dun First Nation or on Kwanlin Dun.
- 1.4 The provisions in 1.2 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the period of the application of 1.2.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part I 1.1

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| <b>Responsibility</b>          | <b>Activities</b>   | <b>Timing</b>  |
|--------------------------------|---|--|
| Yukon                          | At discretion of the Yukon Minister, where Yukon has jurisdiction to issue a Decision Document reviewed by a panel of YDAB, include a provision in Decision Document to require KDFN, Yukon and the proponent to negotiate a Project agreement. | Until January 1, 2027, unless the parties agree to extend the period of the application of 1.2 |
| Yukon, KDFN, Project proponent | Negotiate Project agreement.  | If required by Decision Document   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>                                       | <b>Timing</b>           |
|-----------------------|---|-------------------------|
| Canada, Yukon, KDFN   | Enter agreement to extend period of application of 1.2. | If agreed to by Parties |

**Planning Assumptions**

1. In developing government information or forms to be provided to prospective developers, Government will consider including information that encourages developers to discuss their projects with affected YFNs during the initial planning stages and prior to any reviews by a panel of YDAB.
2. Yukon will consult with KDFN before requiring in a Decision Document that the proponent, KDFN and Yukon negotiate a Project agreement.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Negotiation of terms and conditions for acquiring interest in a Project

**RESPONSIBLE PARTY:** KDFN, Proponent

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 2.2 The Kwanlin Dun First Nation shall have the option to acquire up to 25 percent of the interest of a Proponent in a Project.
- 2.4 Subject to 2.5 and 2.6, and after notice has been given under 2.7.2, the Proponent and the Kwanlin Dun First Nation, at the request of the Kwanlin Dun First Nation, shall negotiate the terms and conditions of the Kwanlin Dun First Nation acquiring its interest in a Project.
- 2.5 At any time at least 270 days after notice has been given under 2.7.2, the Proponent may provide in writing to the Kwanlin Dun First Nation an offer setting out all the proposed terms and conditions of the Kwanlin Dun First Nation acquiring its interest pursuant to 2.2 in the Project.
- 2.6 The offer referred to in 2.5 shall be open for acceptance by the Kwanlin Dun First Nation for 30 days, and, failing acceptance of the offer, the option described in 2.2 shall lapse, and the Proponent shall have no further obligation to the Kwanlin Dun First Nation under 2.0 for that Project.
- 2.7 The Proponent shall, as soon as practicable:
  - 2.7.1 give notice to the Kwanlin Dun First Nation of completion of all studies of and investigations into the feasibility of a Project and make those studies available to the Kwanlin Dun First Nation; and
  - 2.7.2 give notice to the Kwanlin Dun First Nation of receipt of all regulatory approvals required to start construction of a Project.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 22.6.6; Chapter 22 Schedule A Part I 2.1, 2.3 (all), 2.8, 2.9, 2.11 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Proponent             | Notify KDFN about any proposed Projects within the Traditional Territory of KDFN. | Annually and preferably at least six months prior to offering an option to KDFN |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Proponent             | Provide general information with respect to proposed Projects.   | At request of KDFN and within a reasonable period of time after request                      |
| Proponent             | Provide notice to KDFN of completion of all studies and investigations into the feasibility of a Project.  | As soon as practicable   |
| Proponent             | Make studies available to KDFN.  | At request of KDFN   |
| Proponent             | Provide notice to KDFN of receipt of all regulatory approvals.   | As soon as practicable after receipt of regulatory approvals                                 |
| KDFN, Proponent       | Enter into negotiations regarding terms and conditions of acquiring an interest in the Project.            | After Proponent provides above notice, and after request by KDFN                             |
| Proponent             | Provide to KDFN a written offer setting out terms and conditions for acquiring an interest in the Project. | At least 270 days after notice of receipt of all regulatory approvals has been given to KDFN |
| KDFN                  | At discretion, accept offer.   | Within 30 days of written offer  |

**Planning Assumption**

1. If both parties agree to do so, the Proponent and KDFN may enter into discussions prior to the receipt of all regulatory approvals concerning acquisition of an interest in a Project by KDFN.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Offer to purchase KDFN interest in a Project

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON :** Proponent

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 2.9 Unless otherwise agreed by all the parties owning an interest in a Project, the Kwanlin Dun First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Project pursuant to 2.2, which offer it is ready and willing to accept, shall communicate, in writing, the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 2.10 The Proponent may exercise the first right to purchase set out in 2.9 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Kwanlin Dun First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 22.6.6, Chapter 22, Schedule A Part I 2.1, 2.2

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>   |
|--|--|---|
| <u>Unless otherwise agreed by all the parties owning an interest in a Project:</u> |  |   |
| KDFN   | Upon receipt of a bona fide offer to purchase KDFN interest, if willing to accept the offer, communicate terms of the offer to the Proponent in writing. | As necessary  |
| Proponent  | Advise KDFN in writing of its intention to exercise Proponent's first right to purchase, if Proponent decides to exercise this right.                    | Within 30 days after receipt of the notice of terms of offer              |
| Proponent  | Complete purchase of interest or portion.  | Within 100 days after giving notice of intention to buy the KDFN interest |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Notification to Proponent of option to acquire through agency of a corporation

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON :** Proponent

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 2.11 For greater certainty, nothing in 2.0 shall be construed to prevent the Kwanlin Dun First Nation from exercising the option described in 2.2 through the agency of a corporation which it owns or controls.
  - 2.11.1 If the Kwanlin Dun First Nation chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls, the provisions of 2.0 shall apply to that corporation as if it was the Kwanlin Dun First Nation.
  - 2.11.2 If the Kwanlin Dun First Nation chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls, it shall advise the Proponent of that choice and of the legal name of the corporation as soon as possible.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 22.6.6; Chapter 22 Schedule A Part I 2.0 (all)

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>  |
|---|---|--|
| <u>If KDFN chooses to exercise the option described in 2.2 through the agency of a corporation which it owns or controls:</u> |   |  |
| KDFN  | Advise the Proponent of KDFN's choice and of the legal name of the corporation. | As soon as possible after choosing to exercise the option described in 2.2 |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Development of plan regarding representative public service

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 4.1 Government shall develop and implement a plan which will include measures designed to attain the goals of:
  - 4.1.1 a representative public service located in the Yukon, taking into account the aboriginal/non-aboriginal and gender make-up of the population of the Yukon; and
  - 4.1.2 to the degree practical, a representative public service located within the Traditional Territory of the Kwanlin Dun First Nation that reflects the aboriginal/non-aboriginal make-up of the population of the Traditional Territory of the Kwanlin Dun First Nation.
- 4.2 Government shall Consult with the Kwanlin Dun First Nation in developing the plan.
- 4.3 The plan shall be prepared within two years of the Effective Date of this Agreement.
- 4.5 The plan shall provide for periodic review.
- 4.6 The plan shall address:
  - 4.6.1 training;
  - 4.6.2 public information;
  - 4.6.3 counselling;
  - 4.6.4 work place support;
  - 4.6.5 targeted recruiting;
  - 4.6.6 the designation of positions to be held by aboriginal people;
  - 4.6.7 preferences in hiring;
  - 4.6.8 measures to manage the effect of the Government plan on the ability of the Kwanlin Dun First Nation to recruit and retain qualified employees;
  - 4.6.9 an analysis, using available data, to determine the level or representation of aboriginal people in public service positions in the Traditional Territory of the

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Kwanlin Dun First Nation and to identify practical ways to achieve the goals referred to in 4.1; and

4.6.10 such other measures as may reasonably contribute to achieving the goal of a representative public service.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 22.4.1, 22.4.2, 22.9.1;  
Chapter 22 Schedule A Part I 4.4, 4.7 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Government            | Initiate and develop a proposal for a plan designed to attain the above stated goals. Notify KDFN of intention to develop plan, provide details of proposal and arrange for meeting of parties. | As soon as practicable after Effective Date, in sufficient time to allow the plan to be completed within 2 years of the Effective Date |
| KDFN,<br>Government   | Discuss proposal for plan and develop outline of plan.  | Within a reasonable time following notification to KDFN  |
| Government            | Develop a draft plan and forward to KDFN.   | As soon as practicable   |
| KDFN                  | Prepare and present its views.  | Within a reasonable period of time   |
| Government            | Complete the plan, providing full and fair consideration of views presented.  | Within 2 years of the Effective Date   |

**Planning Assumptions**

1. It is understood that KDFN's primary interests will be in the Traditional Territory and therefore the initial steps in the plan should focus on the Traditional Territory of the KDFN.
2. Both Governments will be undertaking their own plans, with appropriate coordination between the two Governments.

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|                                |   |
|--------------------------------|---|
| <b>PROJECT:</b>                | Consolidation of plan regarding representative public service |
| <b>RESPONSIBLE PARTY:</b>      | Government  |
| <b>PARTICIPANT / LIAISON :</b> | KDFN  |

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

4.4 Government may consolidate the plan, after Consultation with the Kwanlin Dun First Nation, with any other similar plan required by another Yukon First Nation Final Agreement, provided the consolidation does not adversely affect the benefits of the Kwanlin Dun set out in the plan.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part I 4.1 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                 |
|-----------------------|---|---|
| Government            | Notify KDFN of desire to consolidate the plan with other plans. Provide details and request comments.                               | If Government intends to consolidate the plan |
| KDFN                  | Prepare and present views, considering whether the consolidation will adversely affect benefits of Kwanlin Dun set out in the plan. | Within a reasonable period of time            |
| Government            | Provide full and fair consideration of views presented.   | Within a reasonable period of time            |
| Government, KDFN      | Determine whether the consolidation would adversely affect the benefits to Kwanlin Dun set out in the plan.                         | Following Consultation                        |
| Government            | At discretion, and if it is determined that there are no adverse effects to KDFN, consolidate the plans.                            | Following Consultation                        |

**Planning Assumptions**

1. This activity may be initiated at the request of KDFN.
2. Both Governments will be undertaking their own plans pursuant to Chapter 22 Schedule A Part I 4.1.

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**PROJECT:** Review of public service job descriptions

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 4.7 Government shall review job descriptions and other requirements for public service positions to ensure that:
  - 4.7.1 implicit or explicit cultural bias is eliminated in the hiring and promotional process; and
  - 4.7.2 employment requirements are reasonable relative to the work, and free of standards and requirements that unfairly reduce the opportunities for residents of the Traditional Territory of the Kwanlin Dun First Nation to obtain employment and to receive promotions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part I 4.1 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>        |
|-----------------------|---|----------------------|
| Government            | Review job descriptions in the public service for employees in the Yukon. Notify KDFN when review completed.  | After Effective Date |
| Government            | Make available to KDFN the conclusions of the review, including information with respect to the approach followed in making any changes to job descriptions or other requirements for public service positions. | At request of KDFN   |

**Planning Assumption**

1. It is anticipated that when reviewing job descriptions, Government will consider relevant information gathered during the development of the plan under Chapter 22 Schedule A Part I 4.1.

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**PROJECT:** Negotiation of economic development agreements

**RESPONSIBLE PARTY:** Government, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 5.1 Government may enter into economic development agreements with the Kwanlin Dun First Nation which provide:
  - 5.1.1 technical and financial assistance for economic development purposes to residents of the Traditional Territory of the Kwanlin Dun First Nation and to organizations, businesses and corporations owned by those residents, Kwanlin Dun or the Kwanlin Dun First Nation;
  - 5.1.2 for the participation of the Kwanlin Dun First Nation in the planning, management, administration and decision making of those programs and services; and
  - 5.1.3 for measures to implement recommendations of the Traditional Territory economic development plan.
- 5.2 Government and the Kwanlin Dun First Nation shall take into consideration the economic development plan developed pursuant to 6.0, if completed, when negotiating an economic development agreement referred to in 5.1.
- 5.3 Economic development agreements referred to in 5.1:
  - 5.3.1 shall describe the purposes for which technical and financial assistance may be used;
  - 5.3.2 may provide for a financial contribution by the Kwanlin Dun First Nation consistent with the ability of the Kwanlin Dun First Nation to contribute; and
  - 5.3.3 may provide for a financial contribution by Government, for the purposes of the agreements.
- 5.4 The Kwanlin Dun First Nation shall nominate no less than one third of the members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement referred to in 5.1.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 22.6.6, Chapter 22 Schedule A Part I 6.0

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Government,<br>KDFN   | At discretion of any Party, initiate request to negotiate economic development agreements.  | After the Effective Date                                   |
| Government,<br>KDFN   | Assess need to negotiate economic development agreement.  | Upon request   |
| Government,<br>KDFN   | Respond to request to enter negotiations.   | Within a reasonable period of time                         |
| Government,<br>KDFN   | If agreed, negotiate economic development agreements taking into consideration regional economic development plan developed pursuant to 6.0, if plan completed. | As required  |
| KDFN,<br>Government   | Nominate members of any joint planning, management, advisory or decision making body established pursuant to an economic development agreement.                 | As required pursuant to the economic development agreement |

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**PROJECT:** Preparation of an economic development plan for the Traditional Territory of KDFN

**RESPONSIBLE PARTY:** Yukon, KDFN, Canada

**PARTICIPANT / LIAISON :** City of Whitehorse, commercial and industrial interests, other residents of the Traditional Territory of KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 6.1 The Kwanlin Dun First Nation may request Government to jointly undertake with the Kwanlin Dun First Nation, the preparation of an economic development plan for the Traditional Territory of the Kwanlin Dun First Nation.
- 6.2 Government and the Kwanlin Dun First Nation shall provide the opportunity to involve the City of Whitehorse, existing commercial and industrial interests within the Traditional Territory of the Kwanlin Dun First Nation, and other residents of the Traditional Territory of the Kwanlin Dun First Nation in the preparation of any such economic development plan.
- 6.3 In the event an economic development plan is prepared in accordance with this section, it shall:
  - 6.3.1 examine the state of the economy in the Traditional Territory of the Kwanlin Dun First Nation;
  - 6.3.2 recommend measures to integrate the Kwanlin Dun First Nation economic development opportunities plan required pursuant to 22.3.1 with the economic development plan for the Traditional Territory of the Kwanlin Dun First Nation;
  - 6.3.3 recommend priorities for economic development in the Traditional Territory of the Kwanlin Dun First Nation;
  - 6.3.4 recommend appropriate types of economic development activities which are consistent with the principles of Sustainable Development;
  - 6.3.5 recommend measures to integrate the economic development plan with other relevant economic plans and strategies including any economic plans and strategies prepared by or on behalf of Government;
  - 6.3.6 recommend actions which Government and the Kwanlin Dun First Nation should take in order to implement the economic development plan;
  - 6.3.7 provide for periodic review and evaluation of the economic development plan;
  - 6.3.8 recommend a process of amendment for the economic development plan; and

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6.3.9 recommend whether limits or other restrictions are required for commercial activities within the scope of 2.0, 3.0 or 4.0 of Part II of this schedule, and, if limits or other restrictions are required, recommend what those limits or restrictions should be.

6.4 Nothing in 6.1, 6.2 and 6.3 shall be construed to impose on Government or the Kwanlin Dun First Nation an obligation to implement the recommendations of any economic development plan which may be prepared for the Traditional Territory of the Kwanlin Dun First Nation.

6.5 Nothing in this Agreement or in any economic development plan prepared shall be construed to:

6.5.1 prevent the Kwanlin Dun First Nation from accessing or making use of an economic development program of general application available to a Yukon resident or a Canadian citizen; or

6.5.2 restrict opportunities for or access by Kwanlin Dun to any other employment or training position available outside the Traditional Territory of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1; 22.3.1; Chapter 22

Schedule A Part I 1.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| KDFN                  | Notify Canada and Yukon of intention to prepare an economic development plan for the Traditional Territory of KDFN.  | After the Effective Date                               |
| Parties               | Provide opportunity to involve the City of Whitehorse, existing commercial and industrial interests within the Traditional Territory of KDFN and other residents of the Traditional Territory of KDFN in the preparation of the economic development plan. | Concurrent with development of the work plan           |
| Parties               | Develop work plan including time lines and identify resources required to complete the economic development plan.  | As soon as practicable after receipt of notice         |
| Parties               | Identify government programs that may be accessed to assist KDFN to participate in this planning process.  | As soon as practicable after receipt of notice         |
| Parties               | Develop and approve the regional economic development plan taking into account all factors listed in 6.3.  | In accordance with time lines set out in the work plan |

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**Planning Assumptions**

1. The economic development plan will take into account existing economic development priorities of KDFN.
2. Nothing in the economic development plan shall be construed to impose an obligation on Government or KDFN to implement the recommendations of the economic development plan.

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**PROJECT:** Sale of surplus Yukon or KDFN Assets

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 7.2 The Yukon and the Kwanlin Dun First Nation shall meet on a yearly basis to identify, to the extent practicable, surplus assets in the Traditional Territory of the Kwanlin Dun First Nation that each owns and is considering disposing of.
- 7.3 Where the Yukon intends to dispose of a surplus asset with an Original Registered Cost of \$100,000 or more located in the Traditional Territory of the Kwanlin Dun First Nation and seeks public participation in such disposal, it shall give written notice of that fact to the Kwanlin Dun First Nation and the Kwanlin Dun First Nation shall be offered an opportunity to participate in the disposal of those assets on the same terms and conditions as apply to others.
- 7.4 Failure to meet pursuant to 7.2 or to provide written notice pursuant to 7.3 shall not affect any agreements entered into for the disposal of the assets referred to in 7.2 or 7.3.
- 7.5 For the purposes of 7.0, surplus assets of the Yukon include the surplus assets of each board, commission, foundation, corporation, or other similar agency established or incorporated as an agent of the Yukon, but does not include the surplus assets of any entity which is an agent of the Yukon solely by reason of a contract.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.2, 8.0 (all), 9.0 (all); Chapter 22 Schedule A Part I 7.1

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>      |
|---|--|--------------------|
| KDFN, Yukon   | Meet to identify, to the extent practicable, surplus assets in the Traditional Territory of KDFN that each owns and is considering disposing of. | Yearly as required |
| <u>Where Yukon is seeking public participation in the disposal of an asset with an Original Registered Cost of one hundred thousand dollars or more in the Traditional Territory of the KDFN:</u> |  |                    |
| Yukon   | Notify KDFN in writing of its intention to dispose of the asset(s).  | As necessary       |

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>       |
|-----------------------|--|---------------------|
| Yukon                 | Provide to KDFN the opportunity to participate in the disposal of the asset on the same terms and conditions as apply to others participating in the disposal. | As required         |
| KDFN                  | At discretion, participate in the disposal.  | At time of disposal |

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**PROJECT:** Creation and eligible investments of the KDFN Strategic Economic Development Investment Fund

**RESPONSIBLE PARTY:** Canada, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 8.2 Canada shall pay \$5,670,145.00 on or as soon as practicable after the Effective Date of this Agreement to the Kwanlin Dun First Nation to be the Kwanlin Dun First Nation Strategic Economic Development Investment Fund (the “Fund”).
- 8.3 The Fund shall be kept segregated from other Kwanlin Dun First Nation monies provided that the Kwanlin Dun First Nation may deposit other monies into the Fund.
- 8.4 Subject to 8.5 and 8.6, monies in the Fund may be invested in any kind of property, real, personal or mixed, but in so doing, the Kwanlin Dun First Nation shall exercise the judgement and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others, and pending such investment, shall be held on deposit with a Canadian chartered bank.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 8.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| Canada                | Pay \$5,670,145 to KDFN to be the Fund.  | As soon as practicable after Effective Date                       |
| KDFN                  | Establish the Fund.  | As soon as practicable  |
| KDFN                  | Develop and maintain a segregated accounting of the deposits and expenses of the Fund, including the initial deposit by Canada described in 8.2. | On an ongoing basis until the Fund is terminated pursuant to 8.11 |
| KDFN                  | At discretion, make investments from the Fund, taking into account the provisions of 8.4.  | As appropriate  |

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**PROJECT:** Preparation and amendment of Terms of Reference for the Strategic Economic Development Investment Fund

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON :** Canada

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 8.5 Subject to 8.6, monies in the Fund may be used only for purposes of:
  - 8.5.1 economic development of Kwanlin Dun and the Kwanlin Dun First Nation;
  - 8.5.2 training and education of Kwanlin Dun; and
  - 8.5.3 costs of administering the Fund, including the audits and reports required by 8.0, in accordance with terms of reference for the Fund (the "Terms of Reference") prepared and approved by the Kwanlin Dun First Nation.
- 8.6 The Kwanlin Dun First Nation may reimburse itself from the Fund for the costs of preparation, approval and amendment of the Terms of Reference.
- 8.7 The Kwanlin Dun First Nation shall provide the Terms of Reference and any amendments to Canada.
- 8.15 For greater certainty, the economic development purposes referred to in 8.5 include development of the renewable resource and traditional economies.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 8.0 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| KDFN                  | Prepare and approve Terms of Reference for the Fund.                                     | As soon as practicable after Effective Date                                       |
| KDFN                  | Provide to Canada a copy of the approved Terms of Reference, and any amendments thereto. | As soon as practicable after approval of the Terms of Reference or any amendments |

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|----------------|
| KDFN                  | At discretion, reimburse itself from the Fund for any costs associated with the preparation, approval and amendment of the Terms of Reference. | As appropriate |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Preparation of annual audit and report related to the KDFN Strategic Economic Development Investment Fund

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON :** Canada

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 8.8 The Kwanlin Dun First Nation shall cause the Fund to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants and the audit shall be presented each year to the annual General Assembly of Kwanlin Dun Citizens held in accordance with the Kwanlin Dun First Nation Constitution.
- 8.9 The Kwanlin Dun First Nation shall prepare an annual report comparing the activities of the Fund with the Terms of Reference in the manner and with the content set out in the implementation plan for this Agreement, and the report shall be presented each year to the meeting referred to in 8.8.
- 8.10 The Kwanlin Dun First Nation shall provide to Canada a copy of the audit and report prepared pursuant to 8.8 and 8.9, respectively.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 8.0 (all), FAIP Annex F (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| KDFN                  | Cause an audit of the Fund to be prepared by an accredited auditor, and present the audit to the annual General Assembly of Kwanlin Dun Citizens held in accordance with the KDFN Constitution.   | Annually   |
| KDFN                  | Prepare an annual report comparing activities of the Fund with the Terms of Reference in a manner set out in Annex F. Present this report to the annual General Assembly of Kwanlin Dun Citizens held in accordance with the KDFN Constitution. | Annually   |
| KDFN                  | Provide a copy of the audit and report to Canada.   | Within 180 days of the end of the previous fiscal year |

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**PROJECT:** Termination of the KDFN Strategic Economic Development Investment Fund

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON :** Canada

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 8.11 At any time after the amount of the Fund used for the purposes provided for in 8.5 equals the amount which was paid into the Fund by Canada pursuant to 8.2, the Kwanlin Dun First Nation may terminate the Fund by a resolution of the Council made in accordance with the Kwanlin Dun First Nation Constitution, and any monies remaining in the Fund at that time shall be dealt with in accordance with that resolution and the Kwanlin Dun First Nation Constitution.
- 8.12 The Kwanlin Dun First Nation shall prepare an audit and a report for the period of time between the last annual audit and report and the termination of the Fund and shall present the audit and report to the next annual General Assembly of Kwanlin Dun Citizens held in accordance with the Kwanlin Dun First Nation Constitution.
- 8.13 The Kwanlin Dun First Nation shall provide a copy of the audit and report referred to in 8.12 to Canada together with a certified copy of the resolution referred to in 8.11.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 8.0 (all), FAIP Annex F (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| KDFN                  | At discretion, terminate the Fund by a resolution of the Council in accordance with the KDFN Constitution.  | At any time after the amount spent by KDFN from the Fund equals the amount which was paid into the Fund by Canada |
| KDFN                  | Deal with any monies remaining in the Fund in accordance with the resolution of the Council and the KDFN Constitution.  | At the termination of the Fund  |
| KDFN                  | Cause a final audit of the Fund to be prepared by an accredited auditor, and present audit to the next annual General Assembly of Kwanlin Dun Citizens held in accordance with the KDFN Constitution. | At the annual General Assembly of Kwanlin Dun Citizens which follows the preparation of an audit                  |

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| KDFN                  | Prepare a final report comparing activities of the Fund with the Terms of Reference, and in a manner set out in Annex F. Present this report to the next annual General Assembly of Kwanlin Dun Citizens held in accordance with the KDFN Constitution. | At the annual General Assembly of Kwanlin Dun Citizens which follows the preparation of an audit |
| KDFN                  | Provide to Canada a copy of the final audit and report together with a certified copy of the resolution referred to in 8.11.  | Within 180 days of the end of the fiscal year in which the Fund is terminated                    |

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**PROJECT:** Agreements to give effect to Chapter 22 plans and objectives

**RESPONSIBLE PARTY:** Canada, Yukon, KDFN

**PARTICIPANT/ LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 9.1 The parties to this Agreement may enter into agreements to give effect to recommendations in plans described in this chapter or to otherwise achieve the objectives of 22.1.0.
- 9.2 An agreement referred to in 9.1 shall state whether, and if so to what extent, the agreement is binding on the parties to the agreement.
- 9.3 Nothing in this Agreement shall be construed to limit the ability of the Kwanlin Dun First Nation and the Yukon to make recommendations to, and enter into agreements with, each other respecting the establishment of measures, policies, and programs with the objective of furthering the economic development of resources within the Traditional Territory of the Kwanlin Dun First Nation, in a manner which is consistent with the culture, values and identity of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 22.1.0 (all)

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>                                   |
|------------------------|--|---|
| Canada, KDFN, or Yukon | Submit request to the other parties to enter into agreements to give effect to recommendations in plans described in Chapter 22 and the objectives of that Chapter. Provide details. | As necessary                                    |
| Responding parties     | Determine whether to accept request of initiating party. Provide outcome to initiating party.  | As soon as practicable after receipt of request |
| Canada, KDFN, Yukon    | If the Parties agree, proceed with discussions toward the development of agreements.   | As agreed                                       |

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**PROJECT:** Disposition of Interests in Respect of the Grader Station Site

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 10.2 The parties acknowledge that it is the intention of the Yukon to reserve the Grader Station Site for governmental purposes. If the Yukon, in its sole discretion, decides to grant an Interest or Interests in respect of the Grader Station Site to any Person at any time after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall have a first right to acquire such Interest or Interests in accordance with 10.3 to 10.9.
- 10.3 The Yukon shall provide written notice to the Kwanlin Dun First Nation specifying:
  - 10.3.1 the number and nature of any Interest or Interests to be granted;
  - 10.3.2 the location of the Interest or Interests; and
  - 10.3.3 the terms and conditions upon which each of the Interests may be acquired.
- 10.7 The Kwanlin Dun First Nation may exercise its first right to acquire an Interest or Interests under 10.2 within 90 days following receipt of a notice under 10.3 by advising the Minister in writing whether it intends to exercise that right and identifying which of the Interests it elects to acquire.
- 10.8 If the Kwanlin Dun First Nation fails to exercise its first right to acquire an Interest or Interests within the time and in the manner set out in 10.7, the Minister may offer to dispose of the Interest or Interests identified in the notice provided to the Kwanlin Dun First Nation to any other Person upon the same terms and conditions as specified in the notice, and if the offer is accepted by any other Person the first right to acquire that Interest or Interests by the Kwanlin Dun First Nation is terminated.
- 10.9 If the offer to dispose of an Interest or Interests to any other Person under 10.8 is not accepted by any other Person, the Minister may dispose of the Interest or Interests on new terms and conditions in accordance with the procedure set out in 10.3 to 10.8.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 10.1, 10.4, 10.5, 10.6, 10.10

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| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>   |
|--|---|---|
| Yukon  | Provide written notice to KDFN specifying the number and nature of any Interest or Interests to be granted, the location of the Interest or Interests, and the terms and conditions upon which each of the Interests may be acquired. | Upon decision to grant an Interest or Interests in respect of the Grader Station Site |
| KDFN   | Respond in writing to Yukon advising the Minister whether it intends to exercise its first right to acquire such Interest or Interests and identifying which of the Interests it elects to acquire.                                   | Within 90 days following receipt of the written notice                                |
| <u>If KDFN fails to exercise its first right to acquire the Interest or Interests in the Grader Station Site within the time provided:</u> |   |   |
| Yukon  | At discretion, offer to dispose of the Interest or Interests identified in the notice provided to KDFN to any other Person upon the same terms and conditions as specified in the notice.   | At discretion   |
| <u>If the offer to dispose of the Interest or Interests in the Grader Station Site to any other Person is not accepted:</u>                |   |   |
| Yukon  | At discretion, offer to dispose of the Interest or Interests on new terms and conditions in accordance with the procedure set out in previous three activities.   | At discretion   |

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**PROJECT:** Disposition of Interests in Respect of the F.H. Collins Site

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 11.2 The parties acknowledge that it is the intention of the Yukon to reserve the F.H. Collins Site for governmental purposes. If the Yukon, in its sole discretion, decides to grant an Interest or Interests in respect of the F.H. Collins Site to any Person at any time after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall have a first right to acquire such Interest or Interests in accordance with 11.3 to 11.9.
- 11.3 The Yukon shall provide written notice to the Kwanlin Dun First Nation specifying:
  - 11.3.1 the number and nature of any Interest or Interests to be granted;
  - 11.3.2 the location of the Interest or Interests; and
  - 11.3.3 the terms and conditions upon which each of the Interests may be acquired.
- 11.7 The Kwanlin Dun First Nation may exercise its first right to acquire an Interest or Interests under 11.2 within 90 days following receipt of a notice under 11.3 by advising the Minister in writing whether it intends to exercise that right and identifying which of the Interests it elects to acquire.
- 11.8 If the Kwanlin Dun First Nation fails to exercise its first right to acquire an Interest or Interests within the time and in the manner set out in 11.7, the Minister may offer to dispose of the Interest or Interests identified in the notice provided to the Kwanlin Dun First Nation to any other Person upon the same terms and conditions as specified in the notice, and if the offer is accepted by any other Person the first right to acquire that Interest or Interests by the Kwanlin Dun First Nation is terminated.
- 11.9 If the offer to dispose of an Interest or Interests to any other Person under 11.8 is not accepted by any other Person, the Minister may dispose of the Interest or Interests on new terms and conditions in accordance with the procedure set out in 11.3 to 11.8.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 11.1, 11.4, 11.5, 11.6, 11.10

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon                 | Provide written notice to KDFN specifying the number and nature of any Interest or Interests to be granted, the location of the Interest or Interests, and the terms and conditions upon which each of the Interests may be acquired. | Upon decision to grant an Interest or Interests in the F.H. Collins Site |
| KDFN                  | Respond in writing to Yukon advising the Minister in writing of its intention to exercise its first right to acquire such an Interest or Interests and identifying which of the Interest or Interests it elects to acquire.           | Within 90 days following receipt of the written notice                   |

If KDFN fails to exercise its first right to acquire an Interest or Interests in the F.H. Collins Site within the time provided:

|       |   |
|-------|---|
| Yukon | At discretion, offer to dispose of the Interest or Interests identified in the notice provided to KDFN to any other Person upon the same terms and conditions as specified in the notice. |
|-------|---|

At discretion

If the offer to dispose of an Interest or Interests in the F.H. Collins Site to any other Person is not accepted:

|       |   |
|-------|---|
| Yukon | At discretion, offer to dispose of the Interest or Interests on new terms and conditions in accordance with the procedure set out in previous three activities. |
|-------|---|

At discretion

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**PROJECT:** Acceptance of Offer of Quarry Interests in Respect of Lease Area No. 2 and Lease Area No. 5 (McLean Quarry)

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 12.2 For a period of 10 years after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall have an option to accept the Yukon's offer of a Quarry Interest in respect of Lease Area No. 2 and a Quarry Interest in respect of Lease Area No. 5, or either of them.
- 12.3 If the Kwanlin Dun First Nation accepts the offer referred to in 12.2, the terms and conditions of any Quarry Interest shall be in accordance with Yukon Legislation in respect of Quarry Interests applicable at the time that the Kwanlin Dun First Nation accepts the offer.
- 12.4 If the Kwanlin Dun First Nation does not accept the Yukon's offer referred to in 12.2 within 10 years after the Effective Date of this Agreement, the Yukon may offer a Quarry Interest in respect of Lease Area No. 2 and a Quarry Interest in respect of Lease Area No. 5, or either of them, to any Person on the same terms and conditions as offered to the Kwanlin Dun First Nation pursuant to 12.2 except that the period for acceptance of the offer may be reduced.
- 12.5 If an offer referred to in 12.4 is not accepted by any other Person, the Yukon may offer a Quarry Interest in respect of Lease Area No. 2 and a Quarry Interest in respect of Lease Area No. 5, or either of them, on new terms and conditions provided that the Yukon shall first offer any such Quarry Interest to the Kwanlin Dun First Nation in writing and if the Kwanlin Dun First Nation does not accept the Yukon's offer within 30 days, the Yukon may offer any such Quarry Interest to any Person on the same terms and conditions as offered to the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 12.1

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| <b>Responsibility</b>            | <b>Activities</b>   | <b>Timing</b>                               |
|----------------------------------|---|---|
| KDFN or a<br>Kwanlin Dun<br>Firm | At discretion, accept Yukon's offer of a Quarry<br>Interest in respect of Lease Area No. 2 and a Quarry<br>Interest in respect of Lease Area No. 5, or either of<br>them. | Within 10 years after the<br>Effective Date |

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b> |
|---|---|---------------|
| <u>If KDFN does not accept Yukon's offer of a Quarry Interest in respect of Lease Area No. 2 or a Quarry Interest in respect of Lease Area No. 5, or either of them, within ten years after the Effective Date:</u> |   |               |
| Yukon   | At discretion, offer a Quarry Interest in respect of Lease Area No. 2 and Lease Area No.5, or either of them, to any other Person upon the same terms and conditions as specified in the offer to KDFN, except that the period for acceptance may be reduced. | As required   |
| <u>If the offer to any other Person is not accepted:</u>  |   |               |
| Yukon   | At discretion, provide written notice to KDFN specifying the revised terms and conditions upon which a Quarry Interest in respect of Lease Area No. 2 and Lease Area No. 5 is being offered to KDFN.  | As required   |
| <u>If KDFN does not accept Yukon's revised offer of a Quarry Interest in respect of Lease Areas No. 2 and No. 5, or either of them, within 30 days of receipt of the revised offer:</u>                             |   |               |
| Yukon   | At discretion, offer a Quarry Interest in respect of Lease Area No. 2 and Lease Area No.5, or either of them to any other Person upon the same terms and conditions as specified in the revised offer to KDFN.  | As required   |

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**PROJECT:** Offer of Other Quarry Interests in Whitehorse Area (Stevens Quarry and Alternate Quarry or Quarries)

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

12.6 In addition to the Quarry Interests offered in 12.2 and 12.5 the Yukon shall offer Quarry Interests in the Whitehorse Area to the Kwanlin Dun First Nation as follows:

12.6.1 if the Yukon, in its sole discretion, develops the Stevens Quarry for Quarry Operations within 10 years following the Effective Date of this Agreement it shall offer a Quarry Interest in the Stevens Quarry to the Kwanlin Dun First Nation which is estimated to contain the Offered Volume of Materials;

12.6.2 subject to 12.7, if the Stevens Quarry is not developed by the Yukon within 10 years after the Effective Date of this Agreement, the Yukon shall offer Quarry Interests estimated to contain the Offered Volume to the Kwanlin Dun First Nation in Alternate Quarries as follows:

12.6.2.1 if an Alternate Quarry is developed which is estimated to contain a volume of Materials estimated to exist in the Stevens Quarry, the Kwanlin Dun First Nation shall be offered a Quarry Interest which is estimated to contain the Offered Volume in that Alternate Quarry; or

12.6.2.2 if an Alternate Quarry or Quarries are developed which are estimated to contain less than the volume of Materials estimated to exist in the Stevens Quarry, the Yukon shall offer either a Quarry Interest or Quarry Interests in such Alternate Quarries equivalent to 33% of the volume of Materials estimated to exist within each such Alternate Quarry or such other volume as may be agreed by the Kwanlin Dun First Nation and the Yukon, until the Kwanlin Dun First Nation has been offered the Offered Volume.

12.7 If after 10 years following the Effective Date, the Yukon develops the Stevens Quarry for Quarry Operations, the Yukon shall notify the Kwanlin Dun First Nation, and within 30 days of such notification, the Yukon shall, subject to 12.7.1, offer a Quarry Interest equivalent to the Offered Volume in the Stevens Quarry.

12.7.1 A Quarry Interest offered pursuant to 12.7 is subject to a reduction equivalent to the volume of Materials estimated to exist within any Quarry Interest or Quarry Interests previously offered to the Kwanlin Dun First Nation pursuant to 12.6.2.

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12.8 The provisions of 12.6 and 12.7 shall terminate and the obligations of the Yukon under 12.6 and 12.7 have been satisfied once the Kwanlin Dun First Nation has been offered a Quarry Interest or Quarry Interests under 12.6 or 12.7, the volume of which is estimated to contain the Offered Volume, regardless of whether the Kwanlin Dun First Nation has accepted such offers or subsequently obtains permits to conduct Quarry Operations pursuant to such a Quarry Interest or Quarry Interests.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part I 12.1, 12.9, 12.10

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>  |
|---|---|--|
| Yukon   | Offer a Quarry Interest in the Stevens Quarry to KDFN which is estimated to contain the Offered Volume of Materials.  | Upon decision to develop the Stevens Quarry for Quarry Operations within 10 years after the Effective Date |
| <u>If the Stevens Quarry is not developed by the Yukon within 10 years after the Effective Date of this Agreement, and an Alternate Quarry is developed which is estimated to contain a volume of Materials estimated to exist in the Stevens Quarry:</u>                           |   |  |
| Yukon   | Offer a Quarry Interest estimated to contain the Offered Volume to KDFN in that Alternate Quarry.   | When an Alternate Quarry is developed  |
| <u>If the Stevens Quarry is not developed by the Yukon within 10 years after the Effective Date of this Agreement, and an Alternate Quarry or Quarries are developed which are estimated to contain less than the volume of Materials estimated to exist in the Stevens Quarry:</u> |   |  |
| Yukon   | Offer a Quarry Interest or Quarry Interests in such Alternate Quarries equivalent to 33% of the volume of Materials estimated to exist within each such Alternate Quarry or such other volume as may be agreed by KDFN and the Yukon. | When an Alternate Quarry or Quarries are developed   |
| <u>If after 10 years following the Effective Date, the Yukon develops the Stevens Quarry for Quarry Operations:</u>   |   |  |
| Yukon   | Notify KDFN of Yukon's intent to develop the Stevens Quarry for Quarry Operations.  | Prior to developing the Stevens Quarry   |
| Yukon   | Subject to 12.7.1, offer Quarry Interest equivalent to the Offered Volume in Stevens Quarry.  | Within 30 days of notification of Yukon's intent to develop Stevens Quarry                                 |

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**PROJECT:** Negotiation of an Asset Construction Agreement on Non-Settlement Land

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 13.1 Subject to 13.2, where the Yukon intends to construct an Asset in the Traditional Territory of the Kwanlin Dun First Nation that has a Capital Cost of \$3 million or more, the Yukon and the Kwanlin Dun First Nation shall conclude a Yukon Asset Construction Agreement in accordance with 13.3 to 13.11 unless the Yukon waives the requirement for a Yukon Asset Construction Agreement in accordance with 13.12 to 13.17.
  - 13.1.1 For greater certainty, 13.1 shall only apply in circumstances where the Yukon is the sole proponent of the Asset construction and the sole owner of the Asset.
- 13.2 The provisions of 13.1 do not apply to an Asset the construction of which is undertaken in response to a temporary emergency in circumstances such that the construction must be carried out without delay in the interest of protecting property or the environment or in the interest of public health or safety.
- 13.3 Where the requirement for a Yukon Asset Construction Agreement under 13.1 is not waived, the Yukon and the Kwanlin Dun First Nation shall enter into negotiations with a view to concluding a Yukon Asset Construction Agreement.
- 13.4 If negotiations under 13.3 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in the Yukon's opinion is reasonable in the circumstances, the Yukon may ask the Kwanlin Dun First Nation to provide its proposal respecting provisions to be included in a Yukon Asset Construction Agreement.
- 13.5 The Kwanlin Dun First Nation shall respond in writing to the Yukon within 15 days of receipt of a request under 13.4.
- 13.6 If negotiations under 13.3 fail to result in the conclusion of a Yukon Asset Construction Agreement within 30 days or such further period of time that in the Kwanlin Dun First Nation's opinion is reasonable in the circumstances, the Kwanlin Dun First Nation may notify the Yukon of its proposal respecting provisions to be included in the Yukon Asset Construction Agreement.
- 13.7 Following receipt of the response pursuant to 13.5 or the expiry of the time period referred to in 13.5, whichever is earlier, or following receipt of a notice provided pursuant to 13.6, the Yukon, at its discretion, shall either:

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- 13.7.1 refer to mediation under 26.4.0 any outstanding matters regarding the provisions to be included in the Yukon Asset Construction Agreement; or
- 13.7.2 make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.

13.8 If the Yukon refers outstanding matters to mediation under 13.7.1 and following mediation no agreement results, the Yukon shall make the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement.

13.9 Where the Yukon makes the final determination respecting the provisions to be included in the Yukon Asset Construction Agreement pursuant to 13.7.2 or 13.8, such Yukon Asset Construction Agreement shall be deemed to be concluded for the purposes of 13.1 and 13.3.

13.20 Except in respect of 13.21, the Yukon may extend any time period provided for in 13.0.

13.21 The provisions of 13.0 expire on the twelfth anniversary of the Effective Date of this Agreement.

**CROSS REFERENCED CLAUSES:** 2.11.8; 26.4.0 (all); Chapter 2 Schedule B 4.3, 8.0 (all), 9.0 (all); Chapter 22 Schedule A Part I 13.1, 13.10, 13.11, 13.12, 13.18, 13.19

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| <u>Where the Yukon intends to construct an Asset in the Traditional Territory of KDFN that has a Capital Cost of \$3 million or more AND where the construction of the Asset is not undertaken in response to a temporary emergency AND where the requirement for a Yukon Asset Construction Agreement is not waived by the Yukon:</u> |  |  |
| Yukon  | Provide notice of intention to construct Asset to KDFN.  | As soon as practicable after making decisions to construct Asset |
| Yukon, KDFN  | Enter into negotiations with a view to concluding an Asset Construction Agreement.   | As soon as practicable after providing notice to KDFN            |
| <u>If negotiations fail to result in conclusion within 30 days or such further time as modified by Yukon as per 13.20:</u>   |  |  |
| Yukon  | At discretion, request KDFN to provide views of and proposal respecting provisions to be included in the Asset Construction Agreement. | Following 30-day negotiation period                              |

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| <b>Responsibility</b>                          | <b>Activities</b>   | <b>Timing</b>   |
|--|---|---|
| KDFN   | Respond in writing to Yukon request for its views and proposal respecting the provisions to be included in the Asset Construction Agreement.        | Within 15 days of receipt of the request from Yukon   |
| <b>OR:</b>                                     |   |   |
| KDFN   | Notify Yukon of its views of and proposal respecting the provisions to be included in the Asset Construction Agreement.                             | Following 30-day negotiation period   |
| Yukon  | At discretion, determine the provisions to be included in the Asset Construction Agreement  | As necessary  |
| <b>OR:</b>                                     |   |   |
| Yukon  | At discretion, refer any outstanding matters regarding the provisions to be included in the Asset Construction Agreement to mediation under 26.4.0. | As soon as practicable following receipt of response from KDFN or following the expiry of the 15-day period |
| <b>If no agreement results from mediation:</b> |   |   |
| Yukon  | Determine the provisions to be included in the Asset Construction Agreement.  | As necessary  |

**Planning Assumption**

1. The provisions of this sheet shall expire on the twelfth anniversary of the Effective Date.
2. All time periods mentioned in this activity sheet may be extended by the Yukon as provided by 13.20.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Waiver of an Asset Construction Agreement on **Non-Settlement Land**

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part I

- 13.12 The Yukon may waive the requirement for a Yukon Asset Construction Agreement under 13.1 where:
  - 13.12.1 a Yukon Asset Construction Agreement or the requirement for a Yukon Asset Construction Agreement would breach an interprovincial or international agreement or would interfere with intergovernmental relations;
  - 13.12.2 economic benefits or opportunities for the Kwanlin Dun First Nation, Kwanlin Dun or Kwanlin Dun Firms in respect of the construction of the Asset, or the negotiation of an agreement regarding such benefits or opportunities in respect of the construction of the Asset are expressly provided for in a law applicable to the construction of the Asset;
  - 13.12.3 an agreement with the Kwanlin Dun First Nation regarding economic benefits or opportunities for the Kwanlin Dun First Nation, Kwanlin Dun or Kwanlin Dun Firms applicable to the construction of that Asset is already in place; or
  - 13.12.4 other such public interest circumstances exist.
- 13.13 Where the Yukon intends to waive the requirement for a Yukon Asset Construction Agreement under 13.12.1, 13.12.3 or 13.12.4, the Yukon shall so notify the Kwanlin Dun First Nation in writing with reasons.
- 13.14 Within 30 days of receipt of the notice under 13.13, the Kwanlin Dun First Nation shall provide the Yukon with its views in writing of the intended waiver.
- 13.15 In the 30 days following the receipt by the Yukon of the Kwanlin Dun First Nations's response under 13.14, the Kwanlin Dun First Nation and the Yukon shall make reasonable efforts to reach consensus regarding the intended waiver.
- 13.16 If the Yukon and the Kwanlin Dun First Nation fail to reach consensus under 13.15 or if the Kwanlin Dun First Nation fails to provide its views of the intended waiver within the time period specified in 13.14, the Yukon may proceed to waive the requirement for a Yukon Asset Construction Agreement.
- 13.17 Where the Yukon waives the requirement for a Yukon Asset Construction Agreement pursuant to 13.12.2, it shall so notify the Kwanlin Dun First Nation in writing.

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- 13.20 Except in respect of 13.21, the Yukon may extend any time period provided for in 13.0.
- 13.21 The provisions of 13.0 expire on the twelfth anniversary of the Effective Date of this Agreement.

**CROSS REFERENCED CLAUSES:** Chapter 1 - Definitions, "Non-Settlement Lands", 2.11.8; Chapter 2 Schedule B 4.3, 8.0 (all), 9.0 (all); Chapter 22 Schedule A Part I 13.1, 13.18, 13.19

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| <b>Responsibility</b>  | <b>Activities</b>   | <b>Timing</b>                                     |
|--|---|---|
| <u>Where Yukon intends to waive the requirement for an Asset Construction Agreement pursuant to 13.12.1, 13.12.3 or 13.12.4:</u> |   |   |
| Yukon  | Notify KDFN of intent to waive the requirement in writing with reasons.                         | As soon as practicable                            |
| KDFN   | Provide Yukon with written views regarding intended waiver.                                     | Within 30 days of receipt of notice from Yukon    |
| Yukon, KDFN  | Make reasonable efforts to reach consensus regarding the intended waiver.                       | Within 30 days following KDFN's response to Yukon |
| <u>If no consensus is reached pursuant to 13.15 OR if KDFN fails to provide views pursuant to 13.14:</u>                         |   |   |
| Yukon  | Proceed to waive the requirement for the Asset Construction Agreement.                          | As necessary                                      |
| Yukon  | Notify KDFN in writing that it has waived the requirement for the Asset Construction Agreement. | As necessary                                      |

**Planning Assumption**

1. The provisions of this sheet shall expire on the twelfth anniversary of the Effective Date.
2. All time periods mentioned in this activity sheet may be extended by the Yukon as provided by 13.20.

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**PROJECT:** Strategic Investments in Alternative Energy Projects (“AEP”)

**RESPONSIBLE PARTY:** Yukon, KDFN, Proponent

**PARTICIPANT / LIAISON :** Other Proponent

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part 1

- 14.2 The Kwanlin Dun First Nation shall have the option to acquire up to 25 percent of the interest of the Proponent in an Alternative Energy Project where the Proponent seeks investment from the Public in an Alternative Energy Project.
- 14.3 The provisions of 14.2 do not apply:
  - 14.3.1 when a Proponent seeks to divest itself of all of its ownership in an Alternative Energy Project;
  - 14.3.2 when a Proponent seeks to obtain debt financing for an Alternative Energy Project; or
  - 14.3.3 when a Proponent seeks public investment not specifically related to an Alternative Energy Project.
- 14.5 The Proponent shall give notice in writing to the Kwanlin Dun First Nation when it seeks investment from the Public or the participation of Other Proponents in an Alternative Energy Project. This notice shall also:
  - 14.5.1 give notice to the Kwanlin Dun First Nation of completion of all studies and investigations into the feasibility of the Alternative Energy Project and make those studies available to the Kwanlin Dun First Nation; and
  - 14.5.2 give notice to the Kwanlin Dun First Nation of receipt of all regulatory approvals required to start construction of the Alternative Energy Project.
- 14.6 Subject to 14.7 and 14.8 and after notice has been given in accordance with 14.5, the Proponent and the Kwanlin Dun First Nation, shall negotiate the terms and conditions of the Kwanlin Dun First Nation acquiring its interest pursuant to 14.2 in an Alternative Energy Project.
- 14.7 Unless otherwise agreed by the Proponent and the Kwanlin Dun First Nation, at any time at least 270 days after notice has been given under 14.5, the Proponent may provide in writing to the Kwanlin Dun First Nation an offer setting out all the proposed terms and conditions of the Kwanlin Dun First Nation acquiring its interest pursuant to 14.2.
- 14.8 The offer referred to in 14.7 shall be open for acceptance by the Kwanlin Dun First Nation for 30 days, and failing acceptance of the offer, the option described in 14.2 shall

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lapse and the Proponent shall have no further obligation to the Kwanlin Dun First Nation under 14.0 for that Alternative Energy Project.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A Part 1 14.1, 14.10, 14.11, 14.12, 14.13

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| <u>If a Proponent seeks investment from the Public in an AEP:</u>       |  |  |
| Proponent   | Subject to 14.3, provide notice in writing to KDFN which includes notice of all feasibility studies and investigations and receipt of required regulatory approvals. | Upon seeking investment from the Public                            |
| Proponent   | Make feasibility studies and investigations available to KDFN.   | Upon providing notice to KDFN                                      |
| KDFN,<br>Proponent  | Negotiate terms and conditions of an Interest pursuant to 14.2 in the AEP.   | Within 270 days of receipt of notice, unless otherwise agreed      |
| Proponent   | At discretion, provide in writing to KDFN an offer setting out all proposed terms and conditions of KDFN acquiring an Interest pursuant to 14.2.                     | At least 270 days after receipt of notice, unless otherwise agreed |
| KDFN  | At discretion, accept or reject Proponent's offer.   | Within 30 days of receipt of offer                                 |
| <u>If a Proponent seeks investment from Other Proponents in an AEP:</u> |  |  |
| Proponent   | Subject to 14.3, provide notice in writing to KDFN which includes notice of all feasibility studies and investigations and receipt of required regulatory approvals. | Upon seeking investment from the Other Proponents                  |
| Proponent   | Make feasibility studies and investigations available to KDFN.   | Upon providing notice to KDFN                                      |

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**PROJECT:** Sale of KDFN Interests in Alternative Energy Project

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part 1

- 14.10 Unless otherwise agreed by all the parties owning an interest in an Alternative Energy Project, the Kwanlin Dun First Nation, upon receipt of a bona fide offer to purchase all or a portion of the interest it acquired in the Alternative Energy Project pursuant to 14.2, which offer it is ready and willing to accept, shall communicate the terms of the offer to the Proponent, which shall have the first right to purchase that interest or portion thereof at the price and on the terms set out in the offer.
- 14.11 The Proponent may exercise the first right to purchase set out in 14.10 at any time during 30 days from the date on which it receives notice of the said bona fide offer, by advising the Kwanlin Dun First Nation in writing of its intention to exercise the right and to complete the purchase of the said interest or portion thereof within the following 100 days.

**CROSS REFERENCED CLAUSES:** Chapter 22 Schedule A 14.12, 14.13

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| <u>Upon receipt of a bona fide offer to purchase:</u>                       |  |  |
| KDFN  | Unless otherwise agreed by all the parties owning an interest in an Alternative Energy Project, communicate terms of the offer to the Proponent. | As soon as practicable after receipt of offer                                    |
| Proponent   | At discretion, advise KDFN in writing its intention to exercise first right to purchase set out at 14.10.  | Within 30 days from the date of receipt of notice of bona fide offer             |
| <u>If Proponent advises of its intention to exercise right to purchase:</u> |  |  |
| Proponent   | Complete the purchase of interest or portion thereof.  | Within 100 days of advising of its intention to exercise first right to purchase |

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**PROJECT:** Right to acquire new licences or permits in the commercial freshwater fishing industry

**RESPONSIBLE PARTY:** Yukon, KDFN

**PARTICIPANT / LIAISON :** None identified

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 1.1 The Kwanlin Dun First Nation shall have a right of first refusal to acquire licences or permits in respect of commercial freshwater fishing in the Traditional Territory of the Kwanlin Dun First Nation as follows:
  - 1.1.1 Government shall offer to the Kwanlin Dun First Nation any new licences or permits in respect of commercial freshwater fishing until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been allocated 25 percent of the commercial freshwater fish quota in the Traditional Territory of the Kwanlin Dun First Nation.
- 5.7 The Kwanlin Dun First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0 or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Kwanlin Dun First Nation under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Kwanlin Dun First Nation applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Kwanlin Dun First Nation.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Kwanlin Dun First Nation pursuant to 1.0, 2.0, 3.0 and 4.0.
- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Kwanlin Dun First Nation pursuant to these provisions where the Kwanlin Dun First Nation has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Kwanlin Dun First Nation or a Kwanlin Dun Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the application of those provisions.

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**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>   |
|---|---|---|
| Yukon, KDFN   | Determine whether KDFN and Kwanlin Dun Firms together have been allocated 25 percent of the commercial freshwater fishing quota in the Traditional Territory of KDFN. | After the Effective Date, prior to any new licences or permits being issued |
| <u>Prior to January 1, 2027, if the 25 percent allocation has not been met:</u> |   |   |
| Yukon   | Notify KDFN of decision to offer new licences or permits.   | If new licences or permits are to be offered                                |
| Yukon   | Offer to KDFN any new licence or permit, providing information about the requirements that otherwise apply to obtaining a licence or permit.                          | When new licences or permits are offered                                    |
| KDFN  | At discretion, accept the offer by applying for the new licence or permit.  | Within one year following offer of licence or permit                        |
| Yukon   | If KDFN applies and satisfies the applicable requirements, issue licence or permit.   | Within a reasonable time period   |

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**PROJECT:** Right to acquire new licences or permits in the commercial wilderness adventure travel industry

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 2.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial wilderness adventure travel industry in the Traditional Territory of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:
  - 2.1.1 in the first year that Government places the limit, Government shall offer to the Kwanlin Dun First Nation in respect of its Traditional Territory:
    - 2.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kwanlin Dun Firms to operate at their then existing level; or
    - 2.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Kwanlin Dun First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level, whichever is less; and
  - 2.1.2 in the second year, and each year thereafter, Government shall offer to the Kwanlin Dun First Nation any new licences or permits issued from time to time until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 5.7 The Kwanlin Dun First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0 or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Kwanlin Dun First Nation under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Kwanlin Dun First Nation applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Kwanlin Dun First Nation.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to be offered to the Kwanlin Dun First Nation pursuant to 1.0, 2.0, 3.0 and 4.0.

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- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Kwanlin Dun First Nation pursuant to these provisions where the Kwanlin Dun First Nation has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Kwanlin Dun First Nation or a Kwanlin Dun Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the application of those provisions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>   |
|---|---|---|
| <u>If Government intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial wilderness travel adventure industry in the Traditional Territory of KDFN:</u> |   |   |
| Government, KDFN  | Determine whether KDFN and Kwanlin Dun Firms together have been allocated 25 percent of the commercial wilderness adventure travel industry licences or permits in the Traditional Territory of KDFN. | After the Effective Date, prior to any new licences or permits being issued |
| <u>In the first year that Government places a limit and prior to January 1, 2027, if the 25 percent allocation has not been met:</u>  |   |   |
| Government  | Notify KDFN of decision to offer new licences or permits.   | If new licences or permits are to be offered                                |
| Government  | Offer to KDFN any new licence or permit, following the formula set out in 2.1.1.1 and 2.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit.    | When new licences or permits are offered                                    |
| KDFN  | At discretion, accept the offer by applying for the new licence or permit.  | Within one year following offer of licence or permit                        |
| Government  | If KDFN applies and satisfies the applicable requirements, issue licence or permit.   | Within a reasonable time period   |

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>  |
|---|--|--|
| <u>In the second and subsequent years that Government places a limit and prior to January 1, 2027, if the 25 percent allocation has not been met:</u> |  |  |
| Government  | Notify KDFN of decision to offer new licences or permits.  | If new licences or permits are to be offered         |
| Government  | Offer to KDFN any new licence or permit, issued from time to time, until KDFN and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit. | When new licences or permits are offered             |
| KDFN  | At discretion, accept the offer by applying for the new licence or permit.   | Within one year following offer of licence or permit |
| Government  | If KDFN applies and satisfies the applicable requirements, issue licence or permit.  | Within a reasonable time period                      |

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**PROJECT:** Right to acquire new licences or permits in the commercial freshwater sports fishing industry

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 3.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:
  - 3.1.1 in the first year that Government places the limit, Government shall offer to the Kwanlin Dun First Nation in respect of its Traditional Territory:
    - 3.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kwanlin Dun Firms to operate at their then existing level; or
    - 3.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Kwanlin Dun First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,
  - 3.1.2 whichever is less; and
- 3.1.2 in the second year, and each year thereafter, Government shall offer to the Kwanlin Dun First Nation any new licences or permits issued from time to time until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 5.7 The Kwanlin Dun First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0 or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Kwanlin Dun First Nation under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Kwanlin Dun First Nation applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Kwanlin Dun First Nation.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to

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be offered to the Kwanlin Dun First Nation pursuant to 1.0, 2.0, 3.0 and 4.0.

- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Kwanlin Dun First Nation pursuant to these provisions where the Kwanlin Dun First Nation has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Kwanlin Dun First Nation or a Kwanlin Dun Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the application of those provisions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>   |
|--|--|---|
| <u>If Yukon intends to place a limit on the number of licences or permits to be issued in respect of a sector of the commercial freshwater sports fishing industry in the Traditional Territory of KDFN:</u> |  |   |
| Yukon, KDFN  | Determine whether KDFN and Kwanlin Dun Firms together have been allocated 25 percent of the commercial freshwater sports fishing quota in the Traditional Territory of KDFN.                       | After the Effective Date, prior to any new licences or permits being issued |
| <u>In the first year that Yukon places a limit and prior to January 1, 2027, if the 25 percent allocation has not been met:</u>  |  |   |
| Yukon  | Notify KDFN of decision to offer new licences or permits.  | If new licences or permits are to be offered                                |
| Yukon  | Offer to KDFN any new licence or permit, following the formula set out in 3.1.1.1 and 3.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit. | When new licences or permits are offered                                    |
| KDFN   | At discretion, accept the offer by applying for the new licence or permit.   | Within one year following offer of licence or permit                        |
| Yukon  | If KDFN applies and satisfies the applicable requirements, issue licence or permit.  | Within a reasonable time period   |

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>  |
|--|--|--|
| <u>In the second and subsequent years that Yukon places a limit and prior to January 1, 2027, if the 25 percent allocation has not been met:</u> |  |  |
| Yukon  | Notify KDFN of decision to offer new licences or permits.  | If new licences or permits are to be offered         |
| Yukon  | Offer to KDFN any new licence or permit, issued from time to time, until KDFN and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit. | When new licences or permits are offered             |
| KDFN   | At discretion, accept the offer by applying for the new licence or permit.   | Within one year following offer of licence or permit |
| Yukon  | If KDFN applies and satisfies the applicable requirements, issue licence or permit.  | Within a reasonable time period                      |

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**PROJECT:** Right to acquire new licences or permits in the game farming or fur farming industries

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 4.1 If Government places a limit upon the number of licences or permits to be issued in respect of a sector of the game farming or the fur farming industries in the Traditional Territory of the Kwanlin Dun First Nation, the Kwanlin Dun First Nation shall have a right of first refusal to acquire a portion of those licences or permits as follows:
  - 4.1.1 in the first year that Government places the limit, Government shall offer to the Kwanlin Dun First Nation in respect of its Traditional Territory:
    - 4.1.1.1 25 percent of the licences or permits to be issued, less the number of licences or permits required to allow existing operations which are held by Kwanlin Dun Firms to operate at their then existing level; or
    - 4.1.1.2 the number of licences or permits that remain after the then existing operations in the Traditional Territory of the Kwanlin Dun First Nation have been issued the licences or permits that are required to allow them to operate at their then existing level,
  - whichever is less; and
- 4.1.2 in the second year, and each year thereafter, Government shall offer to the Kwanlin Dun First Nation any new licences or permits issued from time to time until the Kwanlin Dun First Nation and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits issued from time to time.
- 5.7 The Kwanlin Dun First Nation shall apply to Government within one year of the offer of a licence or permit referred to in 1.0, 2.0, 3.0 or 4.0, failing which the right of first refusal for that licence or permit shall lapse.
- 5.8 A licence or permit in respect of which a right of first refusal has lapsed under 5.7 shall not be considered a licence or permit offered to the Kwanlin Dun First Nation under 1.0, 2.0, 3.0 or 4.0.
- 5.9 When the Kwanlin Dun First Nation applies for a licence or permit in accordance with 5.7 and satisfies the requirements that otherwise apply to obtaining such a licence or permit, Government shall issue that licence or permit to the Kwanlin Dun First Nation.
- 5.10 A renewal or assignment of a licence or permit shall not be considered a new licence or permit for the purpose of the calculation of the number of licences or permits required to

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be offered to the Kwanlin Dun First Nation pursuant to 1.0, 2.0, 3.0 and 4.0.

- 5.11 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to obligate Government to replace a licence or permit obtained by the Kwanlin Dun First Nation pursuant to these provisions where the Kwanlin Dun First Nation has sold or assigned that licence or permit.
- 5.12 Nothing in 1.0, 2.0, 3.0 or 4.0 shall be construed to prevent the Kwanlin Dun First Nation or a Kwanlin Dun Firm from acquiring additional licences or permits through the normal regulatory process.
- 5.13 The rights of first refusal referred to in 1.0, 2.0, 3.0 and 4.0 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the application of those provisions.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 5.2, 5.4 (all), 5.6

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| <b>Responsibility</b>   | <b>Activities</b>  | <b>Timing</b>   |
|---|--|---|
| <u>If Yukon intends to place a limit on the number of licences or permits to be issued in respect of a sector of the game farming or fur farming industries in the Traditional Territory of KDFN:</u> |  |   |
| Yukon, KDFN   | Determine whether KDFN and Kwanlin Dun Firms together have been allocated 25 percent of the game farming or fur farming quota in the Traditional Territory of KDFN.                                | After the Effective Date, prior to any new licences or permits being issued |
| <u>In the first year that Yukon places a limit and prior to January 1, 2027, if the 25 percent allocation has not been met:</u>   |  |   |
| Yukon   | Notify KDFN of decision to offer new licences or permits.  | If new licences or permits are to be offered                                |
| Yukon   | Offer to KDFN any new licence or permit, following the formula set out in 3.1.1.1 and 3.1.1.2, providing information about the requirements that otherwise apply to obtaining a licence or permit. | When new licences or permits are offered                                    |
| KDFN  | At discretion, accept the offer by applying for the new licence or permit.   | Within one year following offer of licence or permit                        |

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| Responsibility   | Activities   | Timing   |
|--|--|--|
| Yukon  | If KDFN applies and satisfies the applicable requirements, issue licence or permit.  | Within a reasonable time period                      |
| <u>In the second and subsequent years that Yukon places a limit and prior to January 1, 2027, if the 25 percent allocation has not been met:</u> |  |  |
| Yukon  | Notify KDFN of decision to offer new licences or permits.  | If new licences or permits are to be offered         |
| Yukon  | Offer to KDFN any new licence or permit, issued from time to time, until KDFN and Kwanlin Dun Firms together have been issued 25 percent of the licences or permits, providing information about the requirements that otherwise apply to obtaining a licence or permit. | When new licences or permits are offered             |
| KDFN   | At discretion, accept the offer by applying for the new licence or permit.   | Within one year following offer of licence or permit |
| Yukon  | If KDFN applies and satisfies the applicable requirements, issue licence or permit.  | Within a reasonable time period                      |

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**PROJECT:** Establishment or amendment of licensing or permitting regimes regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0 , 3.0 and 4.0

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

5.1 Government shall Consult with the Kwanlin Dun First Nation when deciding to establish a licensing or permitting regime or when deciding to amend an existing licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0 in the Traditional Territory of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.4 (all)

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Government            | Notify KDFN when Government is considering whether to establish or amend a licensing or permitting regime. Provide details to KDFN. | Prior to making a decision to establish or amend a licensing or permitting regime |
| KDFN                  | Prepare and present views on proposed establishment or amendment of a licensing or permitting regime.                               | Within a reasonable time indicated by Government                                  |
| Government            | Provide full and fair consideration of views presented.   | As soon as practicable  |
| Government            | Make decision whether to establish or amend the licensing or permitting regime.   | After Consultation with KDFN  |
| Government            | Communicate decision to KDFN.   | Following decision  |

**Planning Assumption**

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

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**PROJECT:** Establishment or variance of limits applicable to industries described in Chapter 22 Schedule A, Part II, 1.0, 2.0, 3.0 and 4.0

**RESPONSIBLE PARTY:** Government

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

5.2 Government shall Consult with the Kwanlin Dun First Nation when deciding to place a limit or vary an existing limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0 in the Traditional Territory of the Kwanlin Dun First Nation.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.3 (all), 5.4 (all)

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Government            | Notify KDFN when Government is considering establishing or varying a limit on the number of permits and licences. Provide details to KDFN. | Prior to making a decision to impose a limit or to vary existing limits on licences or permits |
| KDFN                  | Prepare and present views on proposed limit or variance of existing limits.  | Within a reasonable period of time indicated by Government                                     |
| Government            | Provide full and fair consideration of views presented.  | As soon as practicable   |
| Government            | Make decision whether to impose limits or vary existing limits. Communicate decision to KDFN.  | After Consultation with KDFN   |

**Planning Assumption**

1. Government may consider establishing or varying a limit, as set out by this clause, as a result of recommendations from the Ibex Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** KDFN recommendations regarding establishment or amendments to a licensing or permitting regime and placement or variation of a limit regarding industries described in Chapter 22 Schedule A Part II, 1.0, 2.0, 3.0 and 4.0

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON :** Government

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 5.4 The Kwanlin Dun First Nation may, in writing, giving reasons, recommend to the Minister:
  - 5.4.1 the establishment of or amendment to a licensing or permitting regime in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0; and
  - 5.4.2 the placement of or variation of a limit upon the number of licences or permits to be issued in respect of the industries referred to in 1.0, 2.0, 3.0 and 4.0.
- 5.5 The Minister shall, within 90 days of receipt of a recommendation from the Kwanlin Dun First Nation pursuant to 5.4, respond in writing to the Kwanlin Dun First Nation, giving reasons for any decision made in respect of that recommendation.

**CROSS REFERENCED CLAUSES:** 2.11.8; Chapter 2 Schedule B 4.1; 16.6.9, 16.6.10, 16.6.10.10; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.1, 5.3

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>   |
|-----------------------|--|---|
| KDFN                  | At discretion, provide written recommendations to the Minister on the establishment or amendment to a licensing or permitting regime, or placement or variation of a limit on the number of licences or permits. | As necessary  |
| Government            | Respond in writing to KDFN, giving reasons regarding any decision made in respect of the recommendations.  | Within 90 days after receipt of written recommendations |

**Planning Assumption**

1. Government may consider establishment or amendment of licensing or permitting regimes and the placement or variation of a limit on the number of licences or permits, as set out by this clause, as a result of recommendations from the Ibex Renewable Resources Council pursuant to 16.6.9 and 16.6.10.10.

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**PROJECT:** Joint ventures or other arrangements regarding use of a permit or licence for commercial freshwater fishing, commercial wilderness travel, or commercial freshwater sports fishing, or game farming or fur farming industries

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT/LIAISON:** Government

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

5.6 The Kwanlin Dun First Nation may enter into joint ventures or other arrangements with other Persons to use the licences or permits issued to the Kwanlin Dun First Nation pursuant to 1.0, 2.0, 3.0 or 4.0.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; Chapter 22 Schedule A Part II 1.0 (all), 2.0 (all), 3.0 (all), 4.0 (all), 5.9, 5.11

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b> |
|-----------------------|---|---------------|
| KDFN                  | At discretion, enter into joint ventures or other arrangements. | As necessary  |

**Planning Assumption**

1. Any requirement for notification to Government by KDFN will be addressed in the licence or permit requirements.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Right to acquire outfitting concessions

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

Chapter 22 Schedule A Part II

- 6.1 The Kwanlin Dun First Nation shall have the first right to acquire the next outfitting concession which becomes available in the Traditional Territory of the Kwanlin Dun First Nation after the Effective Date of this Agreement.
  - 6.1.1 Upon that outfitting concession becoming available, Government shall give notice in writing to the Kwanlin Dun First Nation of that fact and of the terms and conditions upon which that concession might be acquired.
  - 6.1.2 The Kwanlin Dun First Nation may exercise the first right to acquire referred to in 6.1, at any time during the 90 days following the date upon which it received the notice referred to in 6.1.1, by advising Government in writing of its intention to exercise that right.
  - 6.1.3 If the Kwanlin Dun First Nation fails, within the 90 days following its receipt of the notice referred to in 6.1.1, to advise Government that it wishes to exercise the first right to acquire referred to in 6.1, it shall be deemed to have given notice that it will not be exercising that right.
- 6.2 For the purposes of 6.0, an outfitting concession becomes available only in the following circumstances:
  - 6.2.1 Government decides to grant a concession in respect of an area, the greatest part of which has never been the subject of any outfitting concession;
  - 6.2.2 Government decides to grant one or more additional concessions in respect of an area which was previously the subject of only one concession;
    - 6.2.2.1 for greater certainty, the realignment of the existing boundaries of two or more adjacent outfitting areas does not result in a new concession becoming available for the purposes of 6.0.
  - 6.2.3 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because of the concession holder's failure to comply with the Laws of General Application; or

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6.2.4 Government decides to grant a concession in respect of an area, the previous concession in respect of which Government has revoked or refused to renew because it was then of the opinion that to so do was necessary for the conservation of wildlife in the area or protection of the public interest.

6.3 The first right to acquire referred to in 6.1 shall expire on January 1, 2027, unless the parties to this Agreement agree to extend the application of this provision.

**CROSS REFERENCED CLAUSES:** Chapter 2 Schedule B 4.1; 16.5.4

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Yukon                 | Provide notice in writing to KDFN that an outfitting concession is available and any applicable terms and conditions. | When the first outfitting concession becomes available pursuant to 6.2 after the Effective Date and prior to January 1, 2027, unless the Parties agree to extend the application of 6.1 |
| KDFN                  | Advise Yukon, in writing, of its intention to exercise its first right to acquire the outfitting concession.          | Within 90 days of receipt of notice from Yukon  |
| Yukon                 | Issue outfitting concession to KDFN.  | Following receipt of written notice from KDFN   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Calculation of Resource Royalty payments

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN, other YFNs

**OBLIGATIONS ADDRESSED:**

- 23.2.1 In the event that Canada transfers to the Yukon the authority to receive or to levy and collect royalties in respect of the production of a Resource, the following arrangements shall apply:
  - 23.2.1.1 the Yukon shall, subject to 23.2.2, pay to the Yukon First Nations, annually, an amount equal to,
    - (a) 50 percent of the first two million dollars of any amount by which the Crown Royalty exceeds the Yukon First Nation Royalty, in respect of that year, and
    - (b) 10 percent of any additional amount by which the Crown Royalty exceeds the Yukon First Nation Royalty in respect of that year.
  - 23.2.2 Subject to 23.2.5, the amount due to Yukon First Nations pursuant to 23.2.1 in any year shall not exceed the amount which, if distributed equally among all Yukon Indian People, would result in an average per capita income for Yukon Indian People equal to the Canadian average per capita income.
  - 23.2.4 The amounts due pursuant to 23.2.1 shall be prorated among Yukon First Nations on the same basis as Schedule A - Apportionment of the 1989 Aggregate Value, attached to Chapter 19 - Financial Compensation.
  - 23.2.5 The amounts referred to in 23.2.4 shall, in each year, be payable only to those Yukon First Nations who have entered into a Yukon First Nation Final Agreement during or prior to that year. The amounts allocated to Yukon First Nations which have not entered into Yukon First Nation Final Agreements shall not be payable and shall remain vested in the Yukon.
  - 23.2.6 In the event that, following payment, there is determined to have been an overpayment or underpayment to a Yukon First Nation in any year, such variance may be adjusted for in the payment in the following year.

**CROSS REFERENCED CLAUSES:** 23.1.0, 23.2.8, 23.3.1

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**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>   |
|-------------------------|---|---|
| KDFN                    | Provide information to Yukon with respect to the production amount on which a Royalty has been paid on Category A Settlement Land and the reasonable costs of collection of KDFN Royalty. | Annually, after devolution of authority to Yukon to receive or to levy and collect royalties in respect of the production of a Resource |
| Yukon, KDFN, other YFNs | Review proposals for calculations of the amount payable as set out in 23.2.1.1, 23.2.2 and 23.2.4.  | Annually  |
| Yukon                   | Pay amount due to KDFN and include information regarding basis for calculation.   | Annually, following first activity  |
| Yukon                   | If there has been an overpayment or under payment to KDFN, adjust payment in following year.  | Annually  |

**Planning Assumptions**

1. "All Yukon Indian People" for the purpose of the calculation required in clause 23.2.2 refers to the total number of Yukon Indian People whose names appear on the official enrollment list of all Yukon First Nations prior to the date the payments are due.
2. Canadian average per capita income for any given year will be that published by Statistics Canada for the year preceding the year in which the royalty payments are paid.
3. The Parties will work co-operatively to establish a mechanism for calculating the information required pursuant to 23.2.2.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Granting of fee simple interest within the Traditional Territory of the KDFN

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON :** KDFN

**OBLIGATIONS ADDRESSED:**

23.2.3 The Yukon shall Consult with a Yukon First Nation before granting a fee simple interest within that Yukon First Nation's Traditional Territory in any Resource.

**CROSS REFERENCED CLAUSES:** 23.1.0

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Yukon                 | Notify KDFN of application for fee simple interest in any Resource within the Traditional Territory of the KDFN. Provide details to KDFN. | Upon receipt of application for a fee simple interest in any Resource |
| KDFN                  | Prepare and present views.  | Within reasonable time period indicated by Yukon                      |
| Yukon                 | Provide full and fair consideration to views presented.   | Before granting the interest  |
| Yukon                 | Communicate outcome to KDFN.  | As soon as practicable  |

**Planning Assumption**

1. As of Effective Date, Yukon does not grant fee simple interests in any Resource.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Changes to fiscal regime which would affect the Crown royalty regime

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN, other YFNs

**OBLIGATIONS ADDRESSED:**

23.2.7 While the parties to the Umbrella Final Agreement acknowledge that nothing in the Umbrella Final Agreement constitutes any commitment to shared management of the Resources between Government and Yukon First Nations, the Yukon shall Consult with Yukon First Nations before making changes to the fiscal regime which would change the Crown Royalty regime.

**CROSS REFERENCED CLAUSES:** 23.1.0, 23.2.1.1

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Yukon                 | Notify YFNs of proposal to make changes to the fiscal regime which would change the Crown Royalty regime. Provide details. | Within a reasonable period of time in advance, when proposing a change |
| KDFN                  | Prepare and present views.   | Within reasonable time period indicated by Yukon                       |
| Yukon                 | Provide full and fair consideration to views presented.  | Prior to making amendments to fiscal regime                            |
| Yukon                 | Communicate decision to KDFN.  | Following decision   |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Change of location of route, road or highway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** SLC

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

3.2.5 Government, prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway, or right-of-way for a route, road or highway, may, with the consent of the Settlement Land Committee, change the location of that route, road or highway, or right-of-way for a route, road or highway and the boundary of the Parcel shall change accordingly;

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Government            | Seek consent of SLC if proposing to change route, road, highway or right-of-way for a route, road or highway that serves as a boundary of a Parcel.<br>Provide SLC with details of proposed change. | Prior to or during the survey of a boundary of a Parcel which is described as a route, road, highway or a right-of-way for a route, road or highway |
| SLC                   | In accordance with SLC arrangements and procedures, consider request for consent. Notify Government of decision.  | Within reasonable period of time  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Rehabilitation of Settlement Land used as a haul road

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

3.2.6 Government, upon ending its use of a haul road used as part of a Quarrying Right, shall, at the request of the Kwanlin Dun First Nation, rehabilitate Settlement Land used as part of that haul road;

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>                                       |
|-----------------------|--|---|
| Yukon                 | Notify KDFN of its intention to end use of a haul road used as part of a Quarrying Right.                    | After decision made to end use of haul road         |
| KDFN                  | Determine if rehabilitation of Settlement Land used as part of the haul road is appropriate.                 | Following receipt of notice                         |
| KDFN                  | Notify Yukon of decision regarding need for rehabilitation of Settlement Land used as part of the haul road. | Within a reasonable time indicated by Yukon         |
| Yukon                 | If requested by KDFN, rehabilitate Settlement Land that was used as part of the haul road.                   | Within a reasonable time following the KDFN request |

If dispute arises over rehabilitation of Settlement Land used by Government as a haul road:

|             |  |   |
|-------------|--|---|
| KDFN, Yukon | At discretion, refer dispute to Surface Rights Board.        | As necessary                                  |
| KDFN, Yukon | Prepare for and participate in Surface Rights Board process. | In accordance with Surface Rights Board rules |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Alteration to Settlement Land to which a Specified Access Right applies

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

3.2.7 Government has the right for the purposes of maintaining a road, route or right-of-way to which a Specified Access Right applies, to significantly alter Settlement Land to which that Specified Access Right applies with the consent of the Kwanlin Dun First Nation, or, failing consent, an order of the Surface Rights Board setting out terms and conditions of such significant alteration;

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b>            | <b>Activities</b>  | <b>Timing</b>   |
|----------------------------------|--|---|
| Yukon                            | If, during the maintenance of a road, route or right-of-way to which a Specified Access Right applies, it appears necessary to significantly alter KDFN Settlement Land to which a Specified Access Right applies, notify KDFN of necessary alterations and provide details. | As necessary  |
| KDFN                             | Review information provided by Yukon relating to the alteration of the KDFN Settlement Land in question to which a Specified Access Right applies. Grant or deny consent to alter that KDFN Settlement Land.   | Within a reasonable period of time following the notification |
| <b><u>If consent denied:</u></b> |  |   |
| Yukon                            | At discretion, refer the issue to the Surface Rights Board to set out terms and conditions applicable to such significant alteration.  | Within reasonable period of time                              |
| Yukon, KDFN                      | Prepare for and participate in Surface Rights Board process.   | In accordance with Surface Rights Board rules                 |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**PROJECT:** Government closure of all or any portion of a Realigned Roadway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

3.2.9 Government may, following Consultation with the Kwanlin Dun First Nation, close all or any portion of a Realigned Roadway in which case the Specified Access Right shall no longer apply to the closed Realigned Roadway or any portion thereof, as the case may be;

**CROSS REFERENCED CLAUSES:** Appendix A - Description of Settlement Land 3.2.8

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Yukon                 | Develop arrangements and procedures identifying contacts, time lines, general information guidelines and any other information required by the parties to ensure Consultation consistent with the Agreement. | When contemplating the closure of all or any portion of a Realigned Roadway        |
| Yukon                 | Notify KDFN and provide details of proposal to close all or any portion of a Realigned Roadway.  | Prior to initiating the process to close all or any portion of a Realigned Roadway |
| KDFN                  | Prepare and present views.   | Within a reasonable time period as set out in the arrangements and procedures      |
| Yukon                 | Provide full and fair consideration of views presented by KDFN. Notify KDFN of outcome.  | After KDFN views presented to Yukon  |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Removal of title from the register in the Land Titles Office

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Government

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

3.3 Where a Parcel description provides that the Integral Parcel Process shall apply to one or more lots included in the Parcel for which a fee simple title is registered in the Land Titles Office, the following shall apply:

- 3.3.1 as soon as practicable after the Effective Date of this Agreement, the Kwanlin Dun First Nation shall take all necessary steps to remove from the register in the Land Titles Office the title to a specified lot and Government shall take all necessary steps to assist the Kwanlin Dun First Nation to that end;
- 3.3.2 the Kwanlin Dun First Nation shall not seek to register any instrument against or otherwise deal with the title to a specified lot so long as it is still registered in the Land Titles Office; and
- 3.3.3 the inclusion of a specified lot in the Parcel shall not be construed as an admission by Government that any aboriginal claims, rights, titles or interests in and to the specified lots which may have been abrogated by the prior grant by the Crown of fee simple title are or could be revived or re-created.

**CROSS REFERENCED CLAUSES:** Appendix A - Description of Settlement Land R-24A

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>          |
|-----------------------|--|------------------------|
| KDFN                  | Take all necessary steps to remove title to specified lot from the register in the Land Titles Office. | As soon as practicable |

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**PROJECT:** Closure of right-of-way for the Old Alaska Highway

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

R-16A subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel R-16A,

R-80A subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 40899 CLSR, 22311 LTO lying within Parcel R-80A;

S-12B/D subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-12B1/D,

S-13B/D subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-13B1/D,

S-189B subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-189B1,

S-289B subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-289B1,

S-326B subject to the following Special Condition:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel S-326B1,

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C-8B

subject to the following Special Conditions:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 40861 CLSR, 19296 LTO lying within Parcel C-8B,

C-100B

subject to the following Special Conditions:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel C-100B,

C-144B

subject to the following Special Conditions:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel C-144B,

C-145B

subject to the following Special Conditions:

- Government shall close those portions of the right-of-way for the Old Alaska Highway shown on Plan 41839 CLSR, 20479 LTO lying within Parcel C-145B,

**CROSS REFERENCED CLAUSES:** None identified

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| Responsibility | Activities   | Timing   |
|----------------|--|--|
| Yukon          | Close above-noted portions of the right-of-way for the Old Alaska Highway.             | As soon as practicable   |
| Yukon          | Notify KDFN of closure of the portions of the right-of-way for the Old Alaska Highway. | After the portions of the right-of-way for the Old Alaska Highway have been closed |

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**PROJECT:** Application of Airport Zoning Controls

**RESPONSIBLE PARTY:** KDFN

**PARTICIPANT / LIAISON:** Canada

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

Definitions

**“Airport Zoning Controls”** means land use regulations enacted pursuant to the Aeronautics Act, R.S.C. 1985, c. A-2 and in the absence of regulations, means such restrictions on the use and development of land as are required to meet the standards set out in a publication of the Air Navigation System Directorate, Department of Transport, Canada, titled "Land Use in the Vicinity of Airports" and bearing departmental reference TP1247, as amended from time to time.

Descriptions for Parcels: S-367B, S-370B, C-5B, C-6B, C-7B, C-8B, C-9B, C-24B, C-27B, C-34B, C-41B, C-42B, C-52B, C-56B, C-57B, C-70FS, C-71FS, C-73FS, C-77B/D, C-82B/D, C-85FS, C-86B, C-88B, C-100B, C-103B/D, C-106B/D, C-107B, C-112B, C-117B, C-118B, C-119B, C-141B, C-143B, C-144B, C-145B, C-153B, C-176B, C-191FS, C-192B, C-194B, C-195B, C-196B, C-197B:

subject to the following Special Condition:

- Airport Zoning Controls shall apply,

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                |
|-----------------------|---|------------------------------|
| KDFN                  | Adhere to provisions of Airport Zoning Controls as amended from time to time. | As required                  |
| Canada                | Provide KDFN with updates of Airport Zoning Controls.                         | As amended from time to time |

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**PROJECT:** Demolition of Structures on Parcel S-367B

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

S-367B/D subject to the following Special Conditions:

- 1) Parcel S-367B1/D ("the Property") has structures on it and may have environmental contamination resulting from authorized and unauthorized uses of the Property while under the administration and control of Canada;
- 2) the Kwanlin Dun First Nation acknowledges that prior to the signing of final land selections by the negotiators, Canada disclosed to it a "Phase 1 Environmental Site Assessment of CYFN Property 11 Nisutlin Drive, Whitehorse, Yukon" prepared by EBA Engineering Consultants Ltd., dated August 14, 2003, and the Kwanlin Dun First Nation has had an opportunity to independently review the information provided to it by Canada;
- 3) Canada shall, at its own expense, prior to September 30 following the third anniversary of the Effective Date of this Agreement:
  - (a) demolish the structures existing on the Property on the Effective Date of this Agreement;
  - (b) remediate the Property to the residential standard set out in the *Contaminated Sites Regulations*, (Yukon) in respect of asbestos, hydrocarbons, PCBs and lead, as evidenced by a report that this requirement has been complied with by an independent professional engineer chosen by Canada; and
  - (c) restore the Property in accordance with commonly accepted land use standards including, as appropriate, clean-up, drainage, erosion control, re-contouring, overburden replacement and replanting of vegetation so that the Property blends in with the local landscape and vegetation;
- 4) after Consulting with the Kwanlin Dun First Nation, Canada may extend the time limit set out in 3) for an additional two years from September 30 following the third anniversary of the Effective Date of this Agreement by giving written notice to the Kwanlin Dun First Nation prior to September 30 following the third anniversary of the Effective Date of this Agreement;
- 5) upon the report of a professional engineer evidencing compliance with the requirement to remediate the Property being provided to the Kwanlin Dun First Nation, the Kwanlin Dun First Nation releases Canada, her agents and servants, from all actions, claims and demands, of whatever kind or nature, that the Kwanlin Dun First Nation now has, may have or may have in the future against Canada, her agents or servants, arising directly or indirectly out of any environmental condition of the Property, including but not limited

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to asbestos, hydrocarbons, PCBs and lead, other than any liability Canada may have to the Kwanlin Dun First Nation pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement made October 29, 2001;

6) the plan of survey of the Parcel shall not be confirmed in accordance with Chapter 15 - Definition of Boundaries and Measurement of Areas of Settlement Land until after the provisions of 3) (a) and (b) have been satisfied;

**CROSS REFERENCED CLAUSES: 15.2.1**

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| <b>Responsibility</b>  | <b>Activities</b>  | <b>Timing</b>   |
|--|--|---|
| Canada   | Demolish the structures existing on the Property at the Effective Date.  | Prior to Sept. 30 following the third anniversary of the Effective Date |
| Canada   | Remediate the Property to the residential standard set out in the <i>Contaminated Sites Regulations</i> , (Yukon) in respect of asbestos, hydrocarbons, PCBs and lead. Provide a report to KDFN from an independent professional engineer chosen by Canada that this requirement has been complied with. | Prior to Sept. 30 following the third anniversary of the Effective Date |
| Canada   | Restore the Property in accordance with commonly accepted land use standards.  | Prior to Sept. 30 following the third anniversary of the Effective Date |
| <p><u>If considering extending the time limit for completing demolition, remediation and restoration activities to Sept. 30 following the fifth anniversary of the Effective Date:</u></p> |  |   |
| Canada   | Notify KDFN of intention to extend the time limit for completing demolition, remediation and restoration activities.   | Prior to providing written notice of extension of time limit            |
| KDFN   | Prepare and present views.   | Within a reasonable period of time                                      |
| Canada   | Provide full and fair consideration of views presented.  | Prior to providing formal notice of extension of time limit             |

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| <b>Responsibility</b>   | <b>Activities</b>   | <b>Timing</b>  |
|---|---|--|
| <u>If, at its discretion and after Consulting with KDFN, Canada decides to extend the time limit:</u> |   |  |
| Canada  | Provide written notice to KDFN of extension of time limit for completion of demolition, remediation and restoration activities. | Prior to Sept. 30 following the third anniversary of the Effective Date                                |
| Canada (NRCan)  | After following the approval process provided for in Chapter 15, confirm survey plan of Parcel S-367B.                          | Only after the demolition and remediation requirements of these Special Conditions have been fulfilled |

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**PROJECT:** Economic Opportunities Associated With Demolition of Structures on Parcel S-367B

**RESPONSIBLE PARTY:** Canada

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

S-367B subject to the following Special Conditions:

- 7) Canada shall provide written notice to the Kwanlin Dun First Nation of any public tender for contracts associated with the demolition of the structures on the Property and with the remediation and restoration of the Property;
- 8) Canada shall include in any contract opportunities associated with the work described in 7) a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms or engagement of businesses having at least 1/3 Kwanlin Dun full time employees and at least 6 full time employees;
- 9) nothing in 8) shall be construed to mean that a criterion for employment of Kwanlin Dun People or engagement of Kwanlin Dun Firms or engagement of businesses having at least 1/3 Kwanlin Dun full time employees and at least 6 full time employees shall be the determining criterion in awarding any contract;
- 10) any failure to comply with 7) or 8) shall not affect the public tender process, the contract awards resulting therefrom, or any contracts resulting from any other contracting opportunities,

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>                                    |
|-----------------------|---|--|
| Canada                | Provide written notice to KDFN of any public tender for contracts associated with the demolition, remediation and restoration associated with the Property.   | At the time of notice of issuing a public tender |
| Canada                | Include in any contract opportunities associated with the demolition, remediation and restoration work a criterion for employment of Kwanlin Dun or engagement of Kwanlin Dun Firms or engagement of businesses having at least 1/3 Kwanlin Dun full time employees and at least 6 full time employees. | When issuing a notice of public tender           |

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**PROJECT:** Removal of Structures, Fixtures, and Improvements (Electrical Substation) - C-70FS and C-192B

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** None identified

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

C-70FS subject to the following Special Conditions:

- on or before June 30, 2005, the Yukon shall remove, or cause the Yukon Electrical Company Limited ("YECL") to remove, from the area shown cross-hatched as Sketch 3 on Map Sheet 105 D/11 - Downtown Area, City of Whitehorse (the "Area") all structures, fixtures and improvements which were affixed or placed on the Area by or on behalf of YECL;
- the Yukon, YECL and their respective agents shall have a right of access on the Parcel to perform the obligation referred to in the preceding Special Condition;

C-192B subject to the following Special Conditions:

- on or before June 30, 2005, the Yukon shall remove, or cause the Yukon Electric Company Limited ("YECL") to remove, from the Parcel all structures, fixtures and improvements which were affixed or placed on the Parcel by or on behalf of YECL, and complete all necessary remediation work and restore the land to natural grade pursuant to Lease No. 137;
- the Yukon, YECL and their respective agents shall have a right of access on the Parcel to perform the obligation referred to in the preceding Special Condition;

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>              |
|-----------------------|--|----------------------------|
| Yukon                 | Ensure that all structures, fixtures and improvements which were affixed or placed on Parcels C-70FS and C-192B by or on behalf of YECL are removed and complete all necessary remediation work and restore the land to natural grade. | On or before June 30, 2005 |

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**PROJECT:** Trolley Easement Special Conditions - C-70FS

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

C-70FS subject to the following Special Conditions:

- unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon, the following provisions shall apply in respect of the Trolley Easement:
  - 1) the Yukon or its agent shall have the right on the Trolley Easement to use, construct, maintain, repair and upgrade a trolley track bed and rail infrastructure and to operate a trolley car thereon;
  - 2) the Yukon or its agent shall construct the trolley track bed and rail infrastructure within the Trolley Easement such that it is level with the surrounding land unless engineering or geotechnical requirements make it unfeasible or impractical to do so;
  - 3) the Trolley Easement shall continue until the Yukon or its agent has failed to operate regularly scheduled seasonal passenger service on the trolley for two consecutive years after which time the Trolley Easement shall be terminated at the request of the Kwanlin Dun First Nation;
  - 4) the trolley car, track bed and rail infrastructure will at all times remain the property of the Yukon;
  - 5) the Yukon or its agent shall use, construct, maintain, repair, upgrade and operate the trolley in accordance with all applicable laws, including laws in relation to public health, safety and the environment;
  - 6) upon termination of the Trolley Easement, the Yukon or its agent shall remove the trolley car, trolley track bed and rail infrastructure from the Trolley Easement and restore the Trolley Easement to its former condition at the expense of the Yukon or its agent;
  - 7) the Yukon shall indemnify and save harmless the Kwanlin Dun First Nation and its representatives, servants, agents, employees and contractors, against all actions, causes of action, claims, liabilities, dues, sums of money and demands of whatsoever kind or nature, including legal fees and expenses on a solicitor-client basis, arising directly or indirectly from anything done or omitted to be done on the Trolley Easement by the Yukon or its agent in the exercise of the rights and privileges granted by this Special Condition;
- the following provisions shall apply in respect of restoration work:
  - 1) the Yukon shall undertake restoration work on the Parcel in accordance with the terms and conditions of the Site Remediation Agreement between the Yukon and the Kwanlin Dun First Nation dated February 19, 2005 or such other date as may be agreed by the Yukon and the Kwanlin Dun First Nation;

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2) nothing in this Special Condition is intended to affect any obligation in respect of environment clean-up pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement dated October 29, 2001 which came into effect on April 1, 2003;

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>  | <b>Timing</b>  |
|-----------------------|--|--|
| Yukon                 | Construct the trolley track bed and rail infrastructure within the Trolley Easement such that it is level with the surrounding land unless engineering or geotechnical requirements make it unfeasible or impractical to do so.                            | As required  |
| Yukon                 | At discretion, operate regularly scheduled seasonal passenger service on the trolley.  |  |
| KDFN                  | Request that the Trolley Easement be terminated.   | Two consecutive years after the termination of regularly scheduled seasonal passenger service on the trolley |
| Yukon                 | Remove the trolley car, trolley track bed and rail infrastructure from the Trolley Easement and restore the Trolley Easement to its former condition in accordance with the terms and conditions of the Site Remediation Agreement between Yukon and KDFN. | As soon as practicable and as may be required in the Site Remediation Agreement                              |

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**PROJECT:** Trolley Easement Special Conditions - C-192B

**RESPONSIBLE PARTY:** Yukon

**PARTICIPANT / LIAISON:** KDFN

**OBLIGATIONS ADDRESSED:**

Appendix A - Settlement Land Descriptions

C-192B subject to the following Special Conditions:

- unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon, the following provisions shall apply in respect of the Trolley Easement:
  - 1) the Yukon or its agent shall have the right on the Trolley Easement to use, construct, maintain, repair and upgrade a trolley track bed and rail infrastructure and to operate a trolley car thereon;
  - 2) the Yukon or its agent shall construct the trolley track bed and rail infrastructure within the Trolley Easement such that it is level with the surrounding land unless engineering or geotechnical requirements make it unfeasible or impractical to do so;
  - 3) the Trolley Easement shall continue until the Yukon or its agent has failed to operate regularly scheduled seasonal passenger service on the trolley for two consecutive years after which time the Trolley Easement shall be terminated at the request of the Kwanlin Dun First Nation;
  - 4) the trolley car, track bed and rail infrastructure will at all times remain the property of the Yukon;
  - 5) the Yukon or its agent shall use, construct, maintain, repair, upgrade and operate the trolley in accordance with all applicable laws, including laws in relation to public health, safety and the environment;
  - 6) upon termination of the Trolley Easement, the Yukon or its agent shall remove the trolley car, trolley track bed and the rail infrastructure from the Trolley Easement and restore the Trolley Easement to its former condition at the expense of the Yukon or its agent;
  - 7) the Yukon shall indemnify and save harmless the Kwanlin Dun First Nation and its representatives, servants, agents, employees and contractors, against all actions, causes of actions, claims, liabilities, dues, sums of money and demands of whatsoever kind or nature, including legal fees and expenses on a solicitor-client basis, arising directly or indirectly from anything done or omitted to be done on the Trolley Easement by the Yukon or its agent in the exercise of the rights and privileges granted by this Special Condition;
- pursuant to 5.15.1.1 there shall be no Waterfront Right-of-Way on this Parcel provided that in addition to the rights provided by 6.3.1 and 6.3.2 of this Agreement, a Person has a right of access without the consent of the Kwanlin Dun First Nation to enter, cross and stay on the Parcel for a reasonable period of time for all non-commercial purposes and for all commercial recreational purposes;

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unless otherwise agreed by the Kwanlin Dun First Nation and the Yukon, there shall be no development on this Parcel other than:

- 1) interpretive signs and displays of a non-commercial, historical or cultural nature;
- 2) walking paths and outdoor seating for use by the public; and
- 3) structures for non-commercial use of a non-permanent nature;

the following provisions shall apply in respect of restoration work:

- 1) the Yukon shall in a timely manner undertake restoration work on the Parcel, at its own expense such that the Parcel is considered to be satisfactorily restored for purposes of park land use as determined by section 6 of the *Contaminated Site Regulation* made under the *Environment Act*, with respect to any contaminant that existed on the Parcel on the Effective Date if:
  - (a) the contaminant is in an amount, concentration or level in excess of that prescribed for park land use in the *Contaminated Site Regulation* as it existed at the Effective Date of this Agreement; and
  - (b) the Yukon believes, on reasonable grounds, that the Parcel is a contaminated site, as defined in the *Environment Act*, and that
    - (i) the contaminated site has caused or is likely to cause unsafe conditions or irreparable damage to the natural environment, or
    - (ii) has caused or is likely to cause a threat to public safety;
- 2) the Yukon shall ensure that a follow-up program, including confirmatory sampling, is undertaken following completion of the restoration work to demonstrate that the Parcel has been satisfactorily restored, as required by 1) and to confirm, if risk-based restoration standards are used, that any contaminants left in place are not migrating to adjacent lands or to surface or groundwater;
- 3) if the follow up and confirmatory sampling program demonstrates that the Yukon failed to satisfactorily restore the Parcel, as required by 1) or, if risk-based restoration standards are used, that any contaminants left in place are migrating from the Parcel to adjacent lands or surface or groundwater, the Yukon shall promptly perform such additional restoration work as may be necessary to ensure that the Parcel is satisfactorily restored and, if applicable, any contaminants left in place are not migrating to adjacent lands or surface or groundwater;
- 4) upon the completion of the restoration work, the Yukon shall deliver to the Kwanlin Dun First Nation a report confirming that the restoration work has been undertaken such that the Parcel has been satisfactorily restored, as required by 1). The report shall also describe the restoration work completed and include the results of the confirmatory sampling program and all monitoring data and an analysis and interpretation of this data. This report shall be in form and substance satisfactory to the Minister of Environment;
- 5) subject to this Special Condition, the restoration work to be undertaken by the Yukon shall be undertaken on a one-time basis only;
- 6) the Yukon, its agents and contractors, shall have full access, without charge or fee, to the Parcel to undertake the restoration work including the follow-up program referred to in 2) including access for maintaining, repairing and reading monitoring equipment located on the property by the Yukon, its agents and contractors;

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- 7) in carrying out the restoration work the Yukon may construct on the Parcel, a treatment cell, or other similar facility, for the treatment of contaminated soil or contaminated surface or groundwater which facility may remain on the Parcel and be monitored and serviced, as required, until the restoration work is complete, as evidenced by delivery of the report described in 4);
- 8) the Kwanlin Dun First Nation agrees that the Yukon may, at its sole discretion, at any time:
  - (a) take whatever action is provided for in law to recover any costs it incurs in relation to the completion of the restoration work from any responsible party or other person; and
  - (b) cause any responsible party or other person to undertake the restoration work;
- 9) the Yukon shall be released, in full, of any obligations to the Kwanlin Dun First Nation to restore the Parcel, after the Parcel is satisfactorily restored in accordance with 1) and the report described in 4) is delivered to the Kwanlin Dun First Nation, and, after this time, the Yukon shall not be responsible for any future liability at the Parcel with respect to:
  - (a) any contaminants addressed by the restoration work;
  - (b) the restoration work;
  - (c) any contaminants present on the Parcel not addressed by the restoration work; or
  - (d) any contaminants that may be placed, deposited or released on the Parcel after the Parcel is satisfactorily restored;
- 10) nothing in this Special Condition is intended to affect any obligation in respect of environment clean-up pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement dated October 29, 2001 which came into effect on April 1, 2003;

**CROSS REFERENCED CLAUSES:** None identified

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>  |
|-----------------------|---|--|
| Yukon                 | Construct the trolley track bed and rail infrastructure within the Trolley Easement such that it is level with the surrounding land unless engineering or geotechnical requirements make it unfeasible or impractical to do so. | As required  |
| Yukon                 | At discretion, operate regularly scheduled seasonal passenger service on the trolley.   |  |
| KDFN                  | Request that the Trolley Easement be terminated.  | Two consecutive years after the termination of regularly scheduled seasonal passenger service on the trolley |

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| <b>Responsibility</b> | <b>Activities</b>   | <b>Timing</b>   |
|-----------------------|---|---|
| Yukon                 | Remove the trolley car, trolley track bed and rail infrastructure from the Trolley Easement and restore the Trolley Easement to its former condition.   | As soon as practicable  |
| Yukon                 | On a one-time basis only, undertake restoration work on the Parcel such that the Parcel is considered to be satisfactorily restored for the purposes of park land use as per the requirements of the Environment Act with respect to contaminants that existed on the Parcel on the Effective Date. | In a timely manner  |
| Yukon                 | Ensure that a follow-up program is undertaken including confirmatory sampling, to demonstrate that the Parcel has been satisfactorily restored and to confirm that any contaminants left in place are not migrating to adjacent lands or to surface or groundwater.                                 | Following completion of the restoration work                  |
| Yukon                 | Perform additional restoration work.  | As necessary, as demonstrated by results of follow-up program |
| Yukon                 | Deliver to KDFN a report confirming that the Parcel has been fully restored as required, describing the restoration work completed and the results of the follow-up program in a form and substance satisfactory to the Minister of Environment.  | Upon completion of all restoration work                       |

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**ANNEX B – COMMISSIONS, COUNCILS AND COMMITTEES**

**Application**

This Annex applies as provided herein to the:

Regional Land Use Planning Commission

Settlement Land Committee

Ibex Renewable Resources Council

hereinafter called the "Boards".

**Contents**

This Annex has five parts:

Part 1 - General Provisions

Part 2 - Board Training and Cross-Cultural Orientation and Education

Part 3 - Arrangements for the Provision of Aboriginal Language Services to the Boards

Part 4 - Board Mandates and Activities

Part 5 - Board Budgets and Related Arrangements.

These parts, as they apply, are to be read together. Their provisions reflect the agreement of the Parties with respect to the establishment and operation of the Boards, and the related arrangements and activities which the Parties expect to perform in those connections.

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**Part 1 - General Provisions**

**Initial Nominations and Appointments:  
Ibex Renewable Resources Council**

Each party has a right to nominate Ibex Renewable Resources Council (“IRRC”) members as provided by the KDFNFA in paragraphs 2.12.2 (all), 16.6.2 (all), 16.6.4 (all) and 16.6.5 (all).

The process of nomination and appointment will require each party to identify, recruit and select nominees in an effective manner. The procedures and criteria to be used in that respect are within the discretion of the nominating party.

To establish the initial complement of RRC members, each party should commence its procedures to identify prospective nominees upon ratification of the KDFNFA by all Parties. The Minister will request nominations pursuant to KDFNFA 2.12.2.2 as soon as practicable after the date of signing of the KDFNFA by the Parties.

Nominations, including a statement of the initial term for which a particular nomination may be made (KDFNFA 16.6.5.1), shall be forwarded to the Minister within the time provided by KDFNFA 2.12.2.2. The Minister will appoint the nominees in sufficient time for the RRC to be in place as indicated in Part 4 of this Annex.

To facilitate these procedures, each party should confirm that its proposed nominees are ready to serve on the RRC prior to submitting its nominations to the Minister. If a nominee declines an appointment, the Minister and the nominating party should take steps as soon as practicable to ensure that a new nominee is identified and appointed.

**Initial Nominations and Appointments:  
Regional Land Use Planning Commission and Settlement Land Committee**

The initial nominations and appointments for the Regional Land Use Planning Commission (“RLUPC”) and Settlement Land Committee (“SLC”) will be made as provided in Part 4 of this Annex.

## **KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **On-Going Process for Nominations and Appointments: Ibex Renewable Resources Council and Regional Land Use Planning Commission**

#### **1. Replacement of Board Members**

Upon termination of the initial appointments, the Parties should follow the procedures outlined in KDFNFA 2.12.2.2 to 2.12.2.4 and above, in respect of the initial appointments, to ensure that repeat or replacement nominations are submitted and appointments take effect in a timely manner. The Parties should use best efforts to avoid vacancies arising on the Boards due to failures in the nominating or appointing process.

If a vacancy during term arises on a Board, the Parties should follow the same procedures to ensure that a replacement nominee is appointed at the earliest practicable date for a term consistent with the provisions of KDFNFA 2.12.2.11.

#### **2. Removal for Cause**

The authority to remove a Board member lies with the appointing Minister. It is acknowledged that the Minister will choose whether to exercise that authority on the basis of any relevant information which the Minister may receive. However, the Minister should act to remove a Board member only after consultation with the nominating party, subject to requirements for confidentiality. A replacement for the member removed should be nominated and appointed as soon as practicable.

Where a Board chooses to specify grounds for the removal of a member pursuant to KDFNFA 2.12.2.7, that Board should communicate those grounds in writing to the nominating parties and the Minister as soon as those grounds have been adopted by the Board.

#### **3. Resignation of a Member**

A Board may wish to establish rules or procedures concerning the resignation of Board members. It is recommended that Board members who wish to resign during their term be required to communicate their resignation in writing to the Board, and that the Board immediately advise the Minister of the resignation. A replacement for the member who resigned should be nominated and appointed as soon as practicable.

### **Organization of the Board**

The RRC and RLUPC, within the first 60 days after being established by appointments, should convene at least one meeting. The initial meeting of the Board should be convened by the members with such organizational assistance from the appointing Minister or Minister's representative as may be required to complete the necessary arrangements.

At its initial meeting or as soon as practicable thereafter, each Board should address:

- (a) the selection or nomination of a Chair and/or Vice-Chair, as the KDFNFA may provide in respect of that Board;

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- (b) any rules and procedures which it may require pursuant to KDFNFA 2.12.2.7 and 2.12.2.10;
- (c) the Board budget and the completion of related financial arrangements;
- (d) any organizational and policy matters, and arrangements with respect to support services and facilities required for the discharge of its mandate under the KDFNFA; and
- (e) any arrangements required with respect to the training and cross-cultural orientation and education of Board members.

**Board Services and Facilities**

It is expected that the RRC and RLUPC will arrange for the support services and facilities they require. The Boards may co-operate in these arrangements, as they may find convenient. In determining their arrangements, the Boards should consider the training and economic opportunities which may be made available to Yukon First Nations, and the specific provisions of the KDFNFA.

## **KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Part 2 - Board Training and Cross-Cultural Orientation and Education**

Part 2 applies to the Ibex Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee (“SLC”).

For the purposes of KDFNFA 2.12.2.9, 28.3.5, 28.3.7 and the SLC, Board training should include:

1. training in Board procedures and functions;
2. training directed to improve Board members' ability to carry out their responsibilities in the field or fields within the mandate of the Board;
3. familiarization with the provisions of the KDFNFA; and
4. cross-cultural orientation and education.

#### **1. Board procedures and functions**

This training should reflect both internal Board needs and needs of the Board in relation to public process. It should enable a Board to develop the internal rules it may require and to develop its approach and organization for decision-making. This latter area may include matters of policy development, planning, prioritization, time management and financial management. The timing of the different aspects of this training may vary from Board to Board.

It is strongly recommended that each Board assess and take steps, including budget provisions, to address its training requirements in these areas as soon as practicable after the Board is established. These requirements should be reassessed and addressed accordingly within 90 days after the termination of the initial appointments, for the benefit of the replacement nominees. The Board's previous training activities should be considered by subsequent members when assessing their training needs and the means by which those needs may be addressed.

Refresher training or specific needs for procedural advice during the term of a Board should be left for each Board to address as it deems necessary.

#### **2. Training related to Board Mandate**

Each Board should assess and take the steps necessary, including budget provisions, to address the training needs of its members which will enable them to improve their ability to carry out their responsibilities in the field or fields within the Board's mandate. It is recommended that this occur as soon as practicable in the first year of each Board's term and at least annually thereafter. The specific program or initiatives to be taken in this area should be left to each Board to decide and arrange as it may require.

#### **3. Familiarization with the KDFNFA**

## **KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

The Parties have an interest in ensuring that the members of each Board understand the purposes of the Board under the KDFNFA. The Parties also have an interest in ensuring that this understanding is achieved through appropriate, balanced procedures.

As provided in KDFNFA 28.3.7, the Parties should jointly inform each Board about relevant provisions of the KDFNFA and KDFNFA Plan. This information program should be carried out in a co-operative, co-ordinated way. It should be completed as soon as is practicable after the Board is established, at a time convenient to the Board and the Parties.

Each party should designate representatives who will participate in this program. The designated participants should include persons who will facilitate the program generally, as well as persons who have actual knowledge of the negotiations and considerations which led to the provisions of the agreements in each area.

### **4. Cross-Cultural Orientation and Education**

On-going cross-cultural awareness and sensitivity is important for the effective working of the Boards.

It is strongly recommended that each Board consider and take the steps necessary, including budget provisions, to ensure that its members have the benefit of cross-cultural orientation and education. This should be considered and addressed as soon as practicable in the term of each Board, and thereafter as may be required.

It is expected that cross-cultural orientation and education will relate to the mandate of each Board and address cultural values, attitudes, strengths and differences in ways that enable the members of each Board, as a cross-cultural group, to work well together to fulfill their mandate.

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**Part 3 - Aboriginal Language Services**

This Part applies to the Ibex Renewable Resources Council, Regional Land Use Planning Commission and Settlement Land Committee.

The Boards should be able to conduct their proceedings in aboriginal languages when appropriate.

Aboriginal language services in Yukon are currently the subject of a multi-year agreement between Canada and Yukon. It is expected that aboriginal language services will be available to the Boards pursuant to such agreements as may be in place from time to time or through contracting with individuals or organizations for the services desired.

It is expected that all best efforts will be made to ensure that the language services the Boards may require will be available to them at the earliest practicable date.

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### **Part 4 - Board Mandates and Activities**

The following provisions address the mandates, the expected activities, and the relevant specific arrangements, in respect of each of the Boards.

#### **REGIONAL LAND USE PLANNING COMMISSION**

##### **Mandate**

The Regional Land Use Planning Commission ("RLUPC") shall develop a regional land use plan and shall recommend it to Yukon and KDFN for approval.

##### **Organizational Structure**

Yukon; KDFN and any other affected Yukon First Nations may agree to establish the RLUPC at any time after the Effective Date of the KDFNFA.

The RLUPC shall have no less than six (6) members. Yukon and KDFN shall nominate its members as soon as practicable after agreement to establish the RLUPC. The nominations shall be selected in accordance with KDFNFA 11.4.2 (all) and 11.4.3.

Appointments will be made by the Yukon Minister.

The members of the RLUPC may choose a Chair from amongst themselves.

The provisions of 2.12.2 shall apply to the RLUPC.

##### **Operations**

The RLUPC shall convene a meeting as soon as practicable after it is established.

The RLUPC shall prepare an annual budget, after Consultation with KDFN and any other affected Yukon First Nation, and shall submit that budget to the Yukon Land Use Planning Council ("Council") (KDFNFA 11.9.1). The Council shall review the budget, and, after Consultation with the RLUPC, shall propose the budget to the Minister for the preparation of regional land use plans. The budget approval process will respect the discretion for the allocation of funds available to the RLUPCs pursuant to Part 2 Schedule 1 of the UFA Implementation Plan. Yukon shall pay the approved expenses of the RLUPC to the Council from the amounts from Part 2 Schedule 1 of the UFA Implementation Plan. The Council shall pay the approved expenses to the RLUPC.

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The RLUPC may establish a local office. Within the approved budget, the RLUPC may engage and contract technical or special experts for assistance and may establish a secretariat to assist it in carrying out its functions (KDFNFA 11.4.5.1).

### **Activities**

The RLUPC shall prepare and recommend a regional land use plan to Yukon and the affected Yukon First Nations within a time frame established by Yukon and the affected Yukon First Nations (KDFNFA 11.4.4). In carrying out its obligations under KDFNFA 11.4.4, the RLUPC shall undertake the activities described in KDFNFA 11.2.0, 11.4.5.3 to 11.4.5.9, 11.5.1, 11.6.1, 11.6.3, 11.6.5, 13.4.6.2, Chapter 13 Schedule A (all).

The RLUPC may undertake the activities described in KDFNFA 11.4.5.1, 11.4.5.10 and 11.8.4.10. The RLUPC may carry out activities associated with KDFNFA 11.4.5.10 with a reduced number of members.

### **SETTLEMENT LAND COMMITTEE**

#### **Mandate and Activities**

Each Settlement Land Committee ("SLC") shall be responsible for:

- the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement Land;
- determining priorities for the survey of all Settlement Land;
- indicating to the Surveyor General portions of boundaries, if any, of those Special Management Areas which should be considered for definition by survey in order to better serve the mutual interests of KDFN and the public;
- receiving requests relating to the use and enjoyment of Proposed Site Specific Settlement Land by Yukon Indian People; and
- determining whether it is practicable to give effect to such requests and recommending to Canada or the Yukon, as the case may be, that it take such steps as the SLC considers appropriate.

#### **Guidelines**

The following are guidelines to be used by the Settlement Land Committee:

- the SLC shall make recommendations on the use and enjoyment of Site Specific Settlement Land for the interim period described in 15.3.6;
- a report of "...requests relating to the use and enjoyment of Proposed Site Specific

## **KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

Settlement Land..." should be kept by the SLC;

- "...the identification and selection of Site Specific Settlement Land out of Proposed Site Specific Settlement..." will primarily be the responsibility of KDFN as the entire Proposed Site Specific Parcel will have been agreed to by all Parties. The Government members of the SLC will have only to ensure that the selected area is within the Proposed Site Specific Parcel and that it is adequately defined for survey purposes;
- it is not intended that the SLC act as a substitute for "land use planners". The SLC will only be responsible for making recommendations concerning requests to "occupy" the land but will not be required to approve specific uses in the event that the land is developed; and
- the SLC shall carry out any other activities contained in the KDFNFA.

### **Organizational Structure**

The SLC shall be established no later than one month after the signing of the KDFNFA. The representatives to the SLC shall be appointed as follows:

#### Canada Representative

Canada will appoint one person to the Committee.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of Canada.

The position will be filled by the same person for the life of the SLC where possible.

#### Yukon Representative

Yukon will appoint one person to the Committee.

The representative will be experienced in land issues, including survey requirements, and will have the authority to speak on behalf of the Yukon.

The position will be filled by the same person for the life of the SLC where possible.

#### KDFN Representatives

KDFN will appoint two persons to the Committee.

The representatives will be experienced in land issues, including survey requirements.

The positions will be filled by the same persons for the life of the SLC, where possible.

## **KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### Chair

The Chair for the SLC will be appointed by the Surveyor General for Canada. The Surveyor General may decide not to appoint the same person for all SLCs.

The position of Chair will be filled by the same person for the life of the SLC where possible.

The Chair will be an experienced Canada Lands Surveyor with authority to speak on behalf of the Legal Surveys Division of Natural Resources Canada (“NRCan”).

NRCan will employ, to the extent possible, local personnel to record and document all decisions made at SLC meetings.

### **Operations**

The SLC will operate as follows:

#### Decision Making

All decisions will be made by consensus, and, in the event that a decision cannot be reached, the problem will be referred to the Dispute Resolution process as described in section 26.3.0 of the KDFNFA. The Chair will decide at what point there is an impasse on any particular decision.

#### Meetings

Meetings will be called by the Chair as required. Normally, there will be one meeting in the winter, to establish and review priorities, and one in the spring to review and approve survey reports and plans.

#### Chair Responsibilities

- To hold the first meeting as soon as practicable, as the parties agree;
- To ensure that detailed information regarding land selections which has been prepared by the negotiators is made available for all meetings;
- To ensure that necessary support information is made available by Government and KDFN land administrators for all meetings;
- To ensure that records of decisions for all meetings are recorded and distributed to participants;
- To present (at the plan approval stage) the surveyor's report to the SLC. KDFN shall indicate the process by which KDFN consent will be secured;
- To make every effort to reduce the number of decisions which are forwarded to the Dispute Resolution Board; and

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- In collaboration with the SLC members, to alter guidelines and procedures to reflect the needs of the KDFN.

Subject to any amendment of the Plan by the Parties, Canada shall pay KDFN \$40,276 (2002 constant dollars) to enable KDFN nominees to participate in SLC proceedings.

## **IBEX RENEWABLE RESOURCES COUNCIL**

### **Mandate**

In the Traditional Territory of the KDFN, the Ibex Renewable Resources Council (“RRC”) shall be established as of the Effective Date, as a primary instrument for local renewable resources management in the Traditional Territory as set out in the KDFNFA 16.6.1, 16.6.1.1.

The RRC, acting in the public interest, may make recommendations to the Minister, the KDFN, the Fish and Wildlife Management Board and the Salmon Sub-Committee on any matter related to Fish and Wildlife (KDFNFA 16.6.9).

The RRC may make recommendations pursuant to KDFNFA 16.6.10.

The RRC may make recommendations to the Minister and KDFN with respect to Forest Resources Management on Settlement Land and Non-Settlement Land within the Traditional Territory, including:

- the coordination of Forest Resources Management throughout the Yukon and in the Traditional Territory of the KDFN;
- the need for, and the content and timing of, Forest Resources inventories and management plans;
- the policies, programs and Legislation which affect Forest Resources;
- proposals for Forest Resources research;
- forest fire suppression plans, including the human, technical and financial resources required, the definition and establishment of priority zones for fire fighting and procedures for the monitoring, periodic review and amendment of the plans;
- the allocation and use of Forest Resources for commercial purposes, including the terms and conditions of tenure, standards of operation, rates of harvest and means of access to Forest Resources;
- employment opportunities and training requirements in Forest Resources Management and commercial Forest Resources harvesting;
- measures for the control of forest pests and diseases; and

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- other matters relating to the protection and management of Forest Resources - KDFNFA 17.4.0 (all).

### **Organizational Structure**

The RRC shall be comprised of six members and shall be established as soon as practicable after the Effective Date of the KDFNFA (KDFNFA 16.6.2).

The Minister of Renewable Resources shall nominate three persons to the RRC (KDFNFA 16.6.2).

KDFN shall nominate three persons to the RRC (KDFNFA 16.6.2).

The Minister and KDFN may each nominate one additional member as an alternate member to the RRC (KDFNFA 16.6.2.1, 16.6.2.2).

An alternate member of the RRC may only receive remuneration and travel expenses in the absence of a member nominated by the party which nominated the alternate (KDFNFA 16.6.2.3).

An alternate member of the RRC may only vote in the absence of a member nominated by the party which nominated the alternate (KDFNFA 16.6.2.3).

RRC members shall be resident within the Traditional Territory of KDFN and shall have lived in the Traditional Territory for at least one year immediately prior to their appointment and shall have long term familiarity with renewable resources in the Traditional Territory (KDFNFA 16.6.4, 16.6.4.1, 16.6.4.2).

When nominating individuals for appointment to the RRC, the Minister of Renewable Resources and KDFN shall make reasonable attempts to reach a consensus as to the respective individuals to be nominated (KDFNFA 16.6.4.3, 16.6.4.4 (all), 16.6.4.5).

The Minister of Renewable Resources shall appoint the nominees to the RRC (KDFNFA 2.12.2.3, 2.12.2.4).

With the consent of the Minister of Renewable Resources and KDFN, the RRC may merge with other Renewable Resources Councils to establish a regional Council with the same powers and responsibilities as a Renewable Resources Council (KDFNFA 16.6.12).

Appointments to the RRC shall be for five years, except for the initial appointments. For the initial appointments one KDFN nominee and one Minister's nominee shall be appointed for three years, one KDFN nominee and one Minister's nominee shall be appointed for four years, and one KDFN nominee and one Minister's nominee shall be appointed for five years (KDFNFA 16.6.5). All appointments of the alternate members shall be for a three year term (KDFNFA 16.6.5.1).

All appointments to the RRC shall be during good behaviour (KDFNFA 16.6.5).

## **KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN**

### **Operations**

The RRC shall determine its own procedures for selecting its chairperson from its membership (KDFNFA 16.6.3).

The Minister of Renewable Resources shall appoint the chairperson selected by the RRC (KDFNFA 16.6.3).

In the event that the RRC fails to select a chairperson within 30 days of the position being vacant, the Minister shall appoint a chairperson from the membership of the RRC after Consultation with the RRC (KDFNFA 16.6.3.1).

The RRC shall make provisions for public involvement in the development of its decisions and its recommendations (KDFNFA 16.6.6).

The RRC shall prepare an annual budget, subject to review and approval by Government, pursuant to KDFNFA 16.6.7. The budget shall be in accordance with Government guidelines (KDFNFA 16.6.7 (all)).

### **Activities**

The RRC shall undertake activities as may be found in:

- Chapter 10, in particular, 10.3.3, 10.5.5, Schedule A 5.6, Schedule B 5.5;
- Chapter 14, Schedule A, 3.3;
- Chapter 16, in particular, 16.3.14.1, 16.5.1.4, 16.5.1.10, 16.5.1.12, 16.5.1.15, 16.6.0 (all), 16.7.7.1, 16.7.12.7, 16.7.12.8, 16.7.12.9, 16.7.12.10, 16.7.14, 16.7.15, 16.7.17.12(d), 16.8.0 (all), 16.9.1.5(a), 16.9.2, 16.9.4, 16.9.8, 16.9.16, 16.11.2 (all), 16.11.3.4, 16.11.9.1, 16.11.10 (all), 16.13.2, 16.13.3; Schedule B 5.4, 5.5; Schedule C 2.3.3; Schedule D 3.4, 5.10; and,
- Chapter 17, in particular, 17.2.2, 17.4.0 (all), 17.5.4.1.

Further information concerning activities associated with the RRC can be found in KDFNFA Plan Annex A (Activity Sheets) for the referenced clauses including but not limited to:

10.3.3, 10.3.5, 10.5.2, Chapter 10 Schedule A 5.1, Chapter 10 Schedule B 5.1; Chapter 14, Schedule A, 3.1; 16.3.14.1, 16.6.2.1, 16.6.15, 16.9.1.3, 16.9.1.4, 16.9.16, 16.9.17, 16.11.3.4, 16.11.8, 16.11.10.4, 16.11.10.5, 16.11.3, 16.13.2, Chapter 16 Schedule D 3.1, 5.1; and, 17.2.2, 17.5.1, 17.5.3.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**Ibex Renewable Resources Council**

**Year 1 Budget**

All amounts expressed in 2002 constant dollars:

|                |                 |
|----------------|-----------------|
| Administration | \$28,049        |
| Meetings       | \$44,879        |
| Support        | <u>\$11,649</u> |
|                | \$84,577        |

**Multi-Year Forecast**

All amounts expressed in 2002 constant dollars:

| <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
|---------------|---------------|---------------|
| \$84,577      | \$84,577      | \$84,577      |

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**Part 5 - Budget Procedures and Financial Arrangements**

1. The recommended first annual budget and a multi-year financial forecast for the Ibex Renewable Resources Council (“RRC”) is attached to the description of the Board in Part 4 of Annex B. Annual budgets prepared by the RRC in subsequent years will provide greater detail than that provided in the Year 1 Budget to better reflect the operational requirements of the RRC.
2. It is understood that the allocation for the RRC set out in this Plan is stated as 2002 constant dollars.
3. If the Minister requests the RRC or Regional Land Use Planning Commission to perform an activity that is not part of the Board's approved budget for a given year, the Board may request additional funding and the Minister shall consider the request.

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**ANNEX C – INFORMATION STRATEGY**

**General Requirements**

1. 28.3.2.4 specifies that an information strategy be included in the KDFNFA Plan to enhance community and general public awareness of the KDFNFA and implementation plans.
2. The following guidelines apply to this information strategy:
  - (a) To the extent possible, the KDFN strategy will be consistent and will utilize information developed as part of the UFA Information Strategy.
  - (b) Information distribution will be coordinated by the Parties. The Parties may agree to focus on specific information areas.
  - (c) Those areas of the agreements which require KDFN to maintain public registers, publish reports, etc. are deemed to be covered in the activity sheets in Annex A and are not considered as part of this strategy.
  - (d) It is assumed that the various local boards and committees described in Annex B will carry on their own information programs.
  - (e) The Parties will carry out their responsibilities in this information strategy within their existing resources and programs, exploring cost-effective options to communicate information about the KDFNFA, and, to the extent practicable, taking advantage of opportunities to coordinate their efforts and avoid duplication.

**Integration with UFA Strategy**

3. The KDFN strategy shall concentrate on those areas of the KDFNFA not covered in the materials produced under the UFA Information Strategy.
4. To the extent practicable, the Parties intend to utilize the UFA Land Claim Briefing Book and to develop inserts or additions to expand on KDFNFA provisions.
5. Where appropriate, KDFN may develop material in conjunction with or in addition to the CYI inserts in the central newsletter referenced in the UFA Information Strategy, and/or may use CYI information and KDFN information in local publications.

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**Utilization of Ratification Information**

6. Whenever possible, information developed as part of the KDFN ratification process shall be utilized. This includes publications, audio tapes and videos.

**General Division of Responsibilities under this Information Strategy**

7. Government will have primary responsibility for informing the general public with regard to the provisions of the KDFNFA, KDFNSGA and specific areas set out in paragraph 13.
8. KDFN and Government will share responsibility for informing the local community of the provisions of the KDFNFA, KDFNSGA and specific areas set out in paragraph 13.
9. KDFN will have primary responsibility for informing KDFN citizens of the provisions of the KDFNFA, KDFNSGA and specific areas set out in paragraph 13.
10. KDFN and Government will coordinate information and activities that relate specifically to issues within the Traditional Territory of the KDFN arising from the KDFNFA by sharing advance drafts of communications materials. Government is not expected to share advance drafts of materials that relate to territory-wide issues in the KDFNFA.
11. Upon request, and to the extent possible, Government will provide to KDFN, publications and other written materials prepared by Government, for distribution by KDFN.
12. Government will make best efforts to provide interpreter services to Kwanlin Dun as well as language services programs as may be in place from time to time.
13. The following table summarizes areas of the KDFNFA and KDFNSGA in which it is anticipated that information may be required from time to time. This list is not meant to be exhaustive but to serve as an initial guide in scoping the effort.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**POTENTIAL AREAS FOR INFORMATION DISTRIBUTION**

| <b>Chapter/Clause</b>             | <b>Area of Concern</b>   | <b>Note/Comment</b>  |
|-----------------------------------|--|----------------------|
| 2.2.0 (all) and KDFNSGA 3.0 (all) | Continuation of rights   | -                    |
| 2.9.3.1                           | Administration of overlap  | Note 1               |
| 3.10.0 (all)                      | Continued enrollment   | -                    |
| 5.3.0 (all)                       | Maps and land descriptions   | Note 1               |
| Chapter 6                         | Access information (terms, trespass)   | Note 1               |
| Chapter 10                        | Special Management Area use and management   | Co-ordinate with RRC |
| Chapter 13                        | Heritage sites (location, terms, accidental discovery)   | Co-ordinate with RRC |
| Chapter 14                        | Traditional Use  | -                    |
| Chapter 15                        | Identification of Site Specifics   | Note 1               |
| Chapter 16                        | General management   | Co-ordinate with RRC |
| Chapter 17                        | Access, use  | -                    |
| Chapter 18                        | Specified Substances vs. mineral use   | -                    |
| Chapter 20                        | Settlement Corporation information   | -                    |
| Chapter 21                        | Land taxation  | -                    |
| Chapter 22                        | Economic development and employment opportunities  | -                    |
| Chapter 24                        | KDFN as legal entity [KDFNSGA 9.0 (all)], delegation of power [KDFNSGA 12.0 (all)], law and justice applications [KDFNSGA 13.0 (all)], tax laws and status [KDFNSGA 14.0 (all), 15.0(all)] | -                    |
| Chapter 28                        | Training plan  | -                    |

Note 1: Canada will provide to KDFN, upon request and to the extent practicable, maps and legal descriptions of Settlement Land described in 5.3.1.

Note 2: Upon request, Canada will provide to Kwanlin Dun and KDFN, information pursuant to 22.5.5 and 22.5.6.

Note 3: Programs transferred under KDFNSGA 17.0 (all) are assumed to carry their own information strategy and are not covered here. Exceptions are current Department of Indian Affairs and Northern Development programs which may require consideration under this plan.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**ANNEX D – ECONOMIC PLANNING**

**1.0 Economic Planning**

- 1.1 For the purpose of the KDFNFA Plan, KDFN and Government agree that economic activity by KDFN as a result of economic and employment opportunities arising from the KDFNFA will benefit from a cooperative approach towards implementation of the KDFNFA.
- 1.2 KDFN and Government agree that economic and employment planning are best achieved when the following principles are considered:
  - 1.2.1 effective communication regarding current programs, policies, initiatives and other matters to assist in the accessing of economic opportunities;
  - 1.2.2 development of effective intergovernmental relationships between the Parties;
  - 1.2.3 effective utilization of existing Government programs and other resources to assist in economic planning; and
  - 1.2.4 cooperation between KDFN and Government in the monitoring, review, evaluation and modification of their own economic development programs, policies and initiatives.
- 1.3 The following will be helpful to accomplish the planning provisions and objectives of the KDFNFA and are consistent with the principles in 1.1 and 1.2:
  - 1.3.1 Early establishment of the relationship between the Parties to ensure understanding and application of the economic and employment provisions of the KDFNFA;
  - 1.3.2 Coordination of activities necessary to putting economic and employment planning provisions into effect; and
  - 1.3.3 Review and identification of existing Government programs, services, finances and other resources which can be accessed or modified consistent with Government policy from time to time, to enable planning and implementation of KDFNFA Chapter 22.

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**ANNEX E – COORDINATION OF KDFNFA AND KDFNSGA IMPLEMENTATION**

**General Requirements**

1. KDFNFA 28.3.2.6 requires the Implementation Plan to specify means for coordination of the implementation of the KDFNFA and KDFNSGA.
2. KDFNSGA 23.5 specifies coordination of the KDFNFA and KDFNSGA Implementation Plans to the extent practicable.

**Responsibilities**

3. The KDFN government and its administrative structure shall be recognized as the agency responsible for the implementation, on behalf of KDFN, of both agreements.
4. Canada and Yukon each agree that, to the extent practicable, consistent processes, practices and interpretations shall be utilized in the implementation of both the KDFNFA and KDFNSGA, when dealing with KDFN. Further, should any conflict arise within either government in this regard, it shall be resolved internally and KDFN shall not be required to deal with such conflicts.

**Specific Areas of Implementation Coordination**

5. All ongoing funds flowing to KDFN for implementation shall be transferred to KDFN through the self-government financial transfer agreement process described in KDFNSGA 16.0 (all).
6. The Dispute Resolution process of KDFNFA Chapter 26 shall be used to resolve all KDFNSGA disputes as described in KDFNSGA 24.0 (all).
7. The KDFNFA Plan general review process described in paragraph 6.1 of the KDFNFA Plan and in KDFNSGA 6.6.3 and 6.6.4 may be carried out simultaneously and in a coordinated fashion. Further, these reviews may be timed in such a way as to provide input to the negotiations to a new KDFNSGFTA as specified by KDFNSGA 16.3.6 and 16.13.
8. The information strategy carried out pursuant to the KDFNFA Plan (Annex C) shall consider the KDFNFA, the KDFNFA Plan, KDFNSGA and the KDFNSGA Plan.
9. The training needs for KDFN shall be integrated into a single plan which will take into account the training requirements of the KDFNFA, the KDFNFA Plan, KDFNSGA and the KDFNSGA Plan.

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**Other Potential Areas Requiring Coordination**

10. While cross references between agreements have been provided on appropriate activity sheets, there are some implicit areas which may require coordination as well. To further specify these areas, the following table has been provided. This list is not meant to be exhaustive but to serve as an initial guide.

**POTENTIAL AREAS REQUIRING IMPLEMENTATION COORDINATION**

| <b>REFERENCED CLAUSE<br/>(KDFNFA)</b> | <b>REFERENCED CLAUSE<br/>(KDFNSGA)</b> | <b>AREA OF CONCERN</b>  |
|---------------------------------------|--|---|
| Definitions                           | Definitions                            | Consistent application  |
| 2                                     | 3                                      | Rights of citizens and beneficiaries as Yukon Indian People   |
| 2.3.6                                 | 21.1                                   | KDFNFA amendments published in KDFN law register  |
| 2.7.1                                 | 16.4.2                                 | Disclosure of information   |
| 2.11.4.1                              | Self-Government Legislation            | Legal entity  |
| 5                                     | 25                                     | Compatible land use regarding Appendix A Settlement Land and adjacent Non-Settlement Land   |
| 5                                     | 28                                     | Exercise of self-government powers within the community boundaries of the City of Whitehorse and the Marsh Lake Local Advisory Area |
| 19                                    | 16.8                                   | KDFNSGFTA calculation regarding compensation  |
| 20.4                                  | 15.2, 15.3.5                           | Tax status of settlement corporations   |
| 20.6                                  | 14.1.2                                 | Income tax  |
| 21.2.4                                | 14.4                                   | Property Taxes  |
| 21.2.4,<br>21.3, 21.4                 | 26                                     | Local government services   |
| 24.10.1                               | 5.2                                    | Amendment of Self-Government Legislation  |
| KDFNFA                                | 8.2.1, 8.3                             | Inconsistency and conflict  |

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**ANNEX F – ECONOMIC DEVELOPMENT STRATEGIC INVESTMENT FUND**

**REPORTING REQUIREMENTS**

**1.0 Audit Requirements**

- 1.1 KDFN shall cause the Economic Development Strategic Investment Fund (“the Fund”) to be audited annually by an independent auditor who is a member in good standing of the Canadian Institute of Chartered Accountants (Chapter 22 Schedule A Part 1 8.8).
- 1.2 KDFN shall present this audit each year to the annual General Assembly of Kwanlin Dun Citizens held in accordance with the KDFN Constitution (Chapter 22 Schedule A Part 1 8.8).
- 1.3 KDFN shall provide to Canada’s designated representative appointed pursuant to FAIP 5.1 (“Canada’s designated representative”) a copy of this audit within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 8.10).

**2.0 Annual Report Requirements**

- 2.1 KDFN shall prepare an annual report comparing the activities of the Fund with the Terms of Reference in the manner and with the content set out in section 4.0 (Chapter 22 Schedule A Part 1 8.9).
- 2.2 KDFN shall present this report each year to the annual General Assembly of Kwanlin Dun Citizens held in accordance with the KDFN Constitution (Chapter 22 Schedule A Part 1 8.9).
- 2.3 KDFN shall provide to Canada’s designated representative a copy of this report within 180 days of the end of the previous fiscal year (Chapter 22 Schedule A Part 1 8.10).
- 2.4 Canada’s designated representative shall provide KDFN with background information, including a copy of the “First Nations National Reporting Guide”, to aid in the completion of this annual report.
- 2.5 The Parties agree to consider amendments to the content of the annual report from time to time in the event that Canada changes the content as it applies to other Economic Development projects.

**3.0 Duration of Reporting Requirements**

- 3.1 These reporting requirements shall apply to the Fund on an annual basis until the initial amount which was paid into the Fund by Canada is used for the purposes provided for in Chapter 22 Schedule A Part 1 8.4 (Chapter 22 Schedule A 8.11).
- 3.2 A final audit and report shall be prepared by KDFN upon termination of the Fund, in the form of the audit and annual report described above. This audit and report shall be presented to the next Annual General Assembly of Kwanlin Dun Citizens held in accordance with the KDFN Constitution, and shall also be provided to Canada’s designated representative (Chapter 22 Schedule A Part 1 8.12 and 8.13).
- 3.3 After the receipt of the final audit and reports referred to in 3.2 by Canada’s designated representative, the reporting requirements provided for in this Annex shall cease to apply.

**4.0 Form and Content of Annual Report**

- 4.1 The form and the content of the report are as set out below:

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
IMPLEMENTATION PLAN**

**2005 - 2006 ECONOMIC DEVELOPMENT  
STRATEGIC INVESTMENT FUND REPORT**

**A: IDENTIFICATION**

|             |                   |  |
|-------------|-------------------|--|
| Recipient : | <b>KDFN (101)</b> |  |
| Contact :   | _____ (103)       |  |
| Phone :     | (867) _____ (104) |  |
| Position :  | _____ (105)       |  |
| FAX :       | (867) _____ (106) |  |

**B: FINANCIAL SUMMARY**

**REVENUES**

|                       |                                  |  |
|-----------------------|----------------------------------|--|
| Canada Investments    | \$ _____ (201)<br>\$ _____ (209) |  |
| <b>TOTAL Revenues</b> | \$ _____ (210)                   |  |

**EXPENDITURES / INVESTMENTS**

|                              |                |  |
|------------------------------|----------------|--|
| Administration/Operations    | \$ _____ (211) |  |
| Training / Education         | \$ _____ (212) |  |
| Business Support             | \$ _____ (213) |  |
| Economic Development related | \$ _____ (215) |  |
| Other (specify)              | \$ _____ (216) |  |
| <b>TOTAL Expenditures</b>    | \$ _____ (217) |  |

**C: STATISTICAL INFORMATION**

**2005 - 2006 Actual**

**TRAINING and EMPLOYMENT RESULTS:**

**Total Number of people placed in training programs:**

|   |       |
|---|-------|
| Number employed at time of training:  | (302) |
| Number unemployed (not receiving social assistance) at time of training:    | (303) |
| Number receiving social assistance at time of training:                     | (304) |
| Number of people continuing in employment after training:                   | (305) |
| Number of unemployed people placed in employment after training:            | (306) |
| Number of social assistance recipients placed in employment after training: | (307) |
| Total number of training days:  | (308) |
| Number of students funded for secondary school equivalency programs         | _____ |
| Number of students funded for post secondary education                      | _____ |
| Other Education   | _____ |

**BUSINESS SUPPORT RESULTS:**

**Total Number of businesses assisted during the year (expansions):**

|  |       |
|--|-------|
| Number of existing businesses that received technical support: | (310) |
| Number of existing businesses expanded:                        | (311) |
| Number of jobs created by business expansions:                 | (312) |

## KWANLIN DUN FIRST NATION FINAL AGREEMENT IMPLEMENTATION PLAN

### **Total Number of businesses assisted during the year (new starts):**

Number of new businesses that received technical support: \_\_\_\_\_ (314)  
Number of new businesses started: \_\_\_\_\_ (315)  
Number of jobs created by new businesses: \_\_\_\_\_ (316)

### **OTHER ECONOMIC DEVELOPMENT RELATED ACTIVITIES:**

Number of other related activities that received technical support: \_\_\_\_\_ (321)  
Number of new jobs created by these other related activities: \_\_\_\_\_ (322)

### **D: NARRATIVE INFORMATION (related to the 2005-2006 fiscal year)**

#### **TRAINING, EDUCATION AND EMPLOYMENT:**

##### **Objectives of the “Fund” -**

*(describe objectives contained in the “Terms of Reference”)*

##### **Resulting Activities -**

*(report on activities resulting from strategic investments of the “Fund”)*

#### **BUSINESS SUPPORT:**

##### **Objectives of the “Fund” -**

*(describe objectives contained in the “Terms of Reference”)*

##### **Resulting Activities -**

*(report on activities resulting from strategic investments of the “Fund”)*

#### **OTHER ECONOMIC DEVELOPMENT RELATED:**

##### **Objectives of the “Fund” -**

*(describe objectives contained in the “Terms of Reference”)*

##### **Resulting Activities -**

*(report on activities resulting from strategic investments of the “Fund”)*

#### **CERTIFICATION:**

The information provided here is confirmed by:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**KWANLIN DUN FIRST NATION FINAL AGREEMENT  
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**ANNEX G – COMMUNICATION AMONG PARTIES**

1. Except as expressly provided otherwise, where any party to this Agreement is required by this Agreement to make a communication to another party to this Agreement, the communication shall be delivered personally or by courier; transmitted by fax; mailed by prepaid registered or certified post in Canada; or delivered by any other means agreed to by the parties to the communication.
2. The communication will be considered to have been made and received:
  - a) if delivered personally or by courier, on the next business day after the day on which it was received by the addressee or a responsible representative of the addressee;
  - b) if transmitted by fax and the sender receives confirmation of the transmission, on the business day next following the day on which it was transmitted;
  - c) if mailed by prepaid registered or certified post in Canada, on the business day next following the day on which the post office certifies that the mail was delivered; or
  - d) if delivered by any other means agreed to by the parties to the communication, on the business day next following the day on which the agreed to means of delivery verifies the receipt.
3. A personally delivered, faxed or mailed communication shall be made to the address or fax number that may be communicated from time to time by a party to this Agreement. If no other address or fax number has been communicated for delivery of a particular communication, such communication will be made to the address or to the fax number of the intended recipient as provided below:
  - a) For Canada:

Attention: Deputy Minister  
Indian Affairs and Northern Development  
10 Wellington Street  
Gatineau, Quebec K1A 0H4

Fax number: (819) 953-2251
  - b) For Yukon:

Attention: Deputy Minister  
Executive Council Office  
Box 2703  
Whitehorse, Yukon Y1A 2C6

Fax number: (867) 393-6214

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c) For Kwanlin Dun First Nation:

Attention: Chief  
Kwanlin Dun First Nation  
35 McIntyre Drive  
Whitehorse, Yukon Y1A 5A5

Fax number: (867) 668-5057

4. In this Annex, "communication" includes a notice, document, request, approval, authorization, or consent.



**Yukon**  
Government

Canadä